



DANIEL RIVERA  
MAYOR & CEO

# CITY OF LAWRENCE

## OFFICE OF THE MAYOR

City Hall • 200 Common Street • Lawrence, MA 01840  
Tel: (978) 620-3010 • [www.cityoflawrence.com](http://www.cityoflawrence.com)

R01-21-C-003

### Narrative Information Sheet

1. Applicant Identification:

City of Lawrence  
Office of Planning & Development  
12 Methuen Street.  
Lawrence MA 01840

2. Funding Requested:

- a. Grant type: Single Site Cleanup
- b. Federal Funds Requested:
  - i. \$500,000
  - ii. Cost Share Waiver not requested

3. Location: City of Lawrence, Essex County, MA

4. Property Information: Merrimac Paper Site, Lots #1 and #2, 7 and 9 South Canal St.,  
Lawrence, MA 01843

5. Contacts:

i. Project Director:

Name: Pedro Soto, Planning Director  
Telephone: 978-620-3501  
E-mail: [psoto@cityoflawrence.com](mailto:psoto@cityoflawrence.com)  
Mailing Address: City of Lawrence Office of Planning and Development, 12 Methuen Street, Lawrence, MA 01840

ii. Chief Executive/Highest Ranking Elected Official:

Name: The Honorable Mayor Daniel Rivera  
Telephone: 978-620-3010  
E-mail: [MayorRivera@cityoflawrence.com](mailto:MayorRivera@cityoflawrence.com)  
Mailing Address: Office of the Mayor, City Hall, 200 Common St., Third Floor, Lawrence, MA 01840

6. Population: Population of Lawrence, MA: 79,848 according to the 2018 American Community Survey 5-year estimates



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7. Other Factors Checklist:

Other Factors	Page #
Community population is 10,000 or less.	N/A
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	N/A
The proposed brownfield site(s) is impacted by mine-scarred land	N/A
Secured firm leveraging commitment ties directly to the project and will facilitate completion of the project/reuse; secured resource is identified in the Narrative and substantiated in the attached documentation	Pg.3
The proposed site(s) is adjacent to a body of water (i.e., the border of the proposed site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	Pg. 1,2
The proposed site(s) is in a federally designated flood plain	Pg. 2,3
The reuse of the proposed cleanup site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or will incorporate energy efficiency measures.	Pg. 3

8. Letter from the State or Tribal Environmental Authority: MassDEP letter included



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

# Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Kathleen A. Theoharides  
Secretary

Martin Suuberg  
Commissioner

October 16, 2020

U.S. EPA New England  
Attn: Frank Gardner  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

**RE: STATE LETTER OF ACKNOWLEDGMENT**  
***City of Lawrence, Brownfield Cleanup Grant Funding, Merrimac Paper Site, Lots 1 and 2***

Dear Mr. Gardner:

I am writing to support the proposal submitted by the City of Lawrence (City) under the Fiscal Year 2021 U.S. Environmental Protection Agency (EPA) Brownfield Cleanup Grant Program. Funding from EPA will allow the City to address environmental hazards at the Merrimac Paper Site, a Massachusetts Department of Environmental Protection (MassDEP)-listed site with documented contamination. The property is located within the City's Mill District and Merrimack Street Gateway Opportunity Zone. The proposal includes funding for building demolition, addressing asbestos and lead containing paint in building materials, and remediating contaminated soil during redevelopment. The goal is to transform the lots into a park and rail trailhead and install new industrial/commercial properties for job creation.

In Massachusetts, state and federal agencies have developed strong partnerships and work together to ensure that parties undertaking Brownfield projects have access to available incentives. MassDEP, through our regional officers, provides technical support to Brownfield project proponents when regulatory issues arise. If this proposal is selected, MassDEP will work with our state and federal partners to provide the support to the City to help make this project a success.

We greatly appreciate EPA's continued support of Brownfield efforts here in Massachusetts.

Sincerely,

Paul Locke  
Assistant Commissioner, Bureau of Waste Site Cleanup

cc: **Pedro Soto, Planning Director, City of Lawrence**  
**Mary Giannetti, Grant Consultant**  
**Joanne Fagan, Brownfields Coordinator, MassDEP-NERO**

**Narrative Responses to Ranking Criteria**

***Merrimac Paper Lots 1& 2  
7&9 South Canal St., Lawrence, MA***

## 1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

**a.i. Target Area and Brownfields** Background and Description of Target Area: Located (30 miles north of Boston, MA), Lawrence, MA is New England's largest immigrant city (79% Hispanic). It houses 79,841 people in 7 sq. mi. As a manufacturing city, Lawrence provided jobs to an influx of immigrants in its massive textile mills. Mills closed in the 1940s-50s, precipitating a disinvestment, and leaving behind a mostly immigrant, population living in "persistent" poverty and facing pollution from a century of unregulated industrial development. As a result, MA identified 273 brownfield sites in the City and the EPA designated Lawrence a "Making a Visible Difference" community. Lawrence is an Environmental Justice Community and an Economically Distressed Area, eligible for targeted assistance under MA's Brownfields Act based on unemployment, poverty, job loss, commercial vacancy. Lawrence has Opportunity Zone designation in four Census Tracts 2501, 2503, 2508, and 2516 and is actively engaged with investors to use the financial incentives to invest in economic and housing development.

**The target area for our project is the City's Mill District in South Lawrence (census tract 2516). The cleanup will take place at the Merrimac Paper Mill Lots 1 and 2 at 7 & 9 South Canal Street (the Site).** Located along the Merrimack River, this area has citywide and regional significance with over 600 ft. of riverfront, adjacent to 30 miles of rail trail and less than a half mile from the commuter rail station. The Site is near Lawrence Elderly Public Housing on Salem St./Blanchard St., Wetherbee School on Newton St., and St. Patrick Parish on Salem/South Broadway. Despite assets, South Canal St's west end where the Site is, faces significant challenges with vacant burned mill buildings, pollution, vandalism, and homelessness. Adding to the burden are hazardous waste treatment storage/disposal facilities, dollar stores, fast food, adult entertainment, and tobacco/hookah shops nearby. Disinvestment, low education attainment, and language barriers contribute to **unemployment, poverty, and homelessness**. The area has safety issues, limited alternate transportation infrastructure, little green space, and amenities. The closest supermarket is across the river and inaccessible for many. These challenges precipitate disparate rates of **obesity, chronic disease, and a poor quality of life**. Being located along a major north south thoroughfare loaded with traffic/diesel fumes paired with old unkept multi-family rentals contributes to **high childhood asthma rates and elevated child blood lead levels**.

**ii. Description of Brownfield Site:** Our target site is part of the larger Merrimac Paper property consisting of three lots totaling 4.75 acres with 18 buildings. **Our project focuses on Lots 1 and 2 (7 & 9 South Canal St.) totaling 3.6 acres.** Lot 1 is undeveloped (the former buildings on this lot were demolished in 2014) and Lot 2 contains 11 buildings that are vacant and dilapidated.

Merrimac Paper Co. operated from 1866-2005 employing up to 275 people and producing ~125 tons of paper weekly, until its bankruptcy in 2005. The mill was run by hydroelectric power with hydroelectric generators still present. After operations ceased, the Site was acquired by a realtor and then in Sept. 2010, was transferred to Merrimack St. Redevelopment Authority. The City assumed ownership in May 2018 (Lot 1) /June 2017 (Lot 2) via tax lien foreclosures.

The Site is in the south western tier of Lawrence's Mill district along the Merrimack River and abuts South Common neighborhood, home to a high proportion of sensitive populations (e.g., children, low income families, older adults, people of color, women of childbearing age). The Site is surrounded by industrial and commercial properties with a residential neighborhood located ~1,000 ft. west. Public water and sewer are available to the Site.

**Previous Investigation Summary:** During operation, Merrimac Paper Co reported several (3 in 1994, 4 in 2010) oil and/or hazardous material release conditions to MA Dept. of Environmental Protection at Lot 2; three are linked to former releases of transformer oils and PCB-contaminated

soils. They are open/in noncompliance with MA Contingency Plan (MCP) requirements and being addressed prior to this cleanup. Current sampling is within MCP standards. Since 2005, the Site had unauthorized, poorly controlled metal salvage operations, vandalism, trespassing and fires. In 2012, an oil and/or hazardous material and asbestos inspection was performed. Since a 2014 fire, the Site is an active clean-up area through the US EPA and the City; focused on above-ground clean-up and asbestos remediation. An Activity and Use Limitation (AUL) was placed on Lot 2 since oil had seeped below the building foundation. The former owner could not remediate it without threatening the building foundation's integrity. In 2020, a structural integrity assessment, asbestos, lead-based paint chip, and Toxicity Characteristic Leaching Procedure lead composite building debris sampling and analyses was done on all 11 remaining buildings. Tests defined certain areas within/near buildings as high-risk where future work was deemed unsafe due to poor structural building integrity and excluded from subsurface investigation on Lot 2.

Based on these surveys, environmental conditions at the Site must be addressed: **Polycyclic aromatic hydrocarbons (PAHs) and lead** in shallow/medium depth fill soils (<5 ft. below grade) associated with urban fill exceeds residential and adult exposure standards. **Petroleum** in soils in an AUL area associated with releases from former No. 6 fuel oil storage tanks underground exceeding residential exposure standards. This area was previously remediated but ~80 cubic yards of petroleum-impacted soil was left due to Site constraints caused by adjacent buildings. The nature and extent remain a data gap and require further characterization (using other funds) once the buildings are removed. **Asbestos-containing materials (ACM) and lead-containing paint (LCP)** were confirmed in remaining Site buildings slated for demolition.

FEMA's Flood Zone Maps show **the Site's northern tier in the 100-year flood zone**. Increased frequency of extreme weather events is expected to impact exterior portions of the Site and may result in localized flooding and increased erosion of improperly stabilized surface soil.

**b. Revitalization of the Target Area:** i. Reuse Strategy & Alignment with Revitalization Plans: To develop this proposal, the City engaged diverse stakeholders including developers, experts in brownfield redevelopment, residents through neighborhood associations, the Movement Family who works closely with the homeless population in the vicinity of the Site, and the Lawrence Partnership, a private/public sector collaboration for the economic development of the City. Input from the City, these individuals and the public meeting (includes policy makers, non-profits, developers, residents) informed our reuse strategy: **Lot 1:** a rail trailhead and connector to a walking path to be constructed along the Canals connecting North and South Lawrence and a park (City has secured funding), **Lot 2:** industrial, mixed-use/housing and commercial.

This reuse strategy aligns with the Lawrence Urban Renewal Plan focused on: 1) Economic Development, 2) Job Creation, 3) Quality of Life and 4) Municipal Fiscal Stability. It also aligns with the 2015 Merrimack St. Land Use Plan which developed a vision/plan based on potential reuse options for various properties along Merrimack and South Canal Streets, including the Site. The plan prioritized community engagement (3 outreach events and conversation with property/business owners). Themes and issues align with our project: traffic, jobs, canal walk, open space, jobs, trees, river walk and access, clean it up, safety, neighborhood connections and benefits.

The Site's cleanup/revitalization has great potential to revive the area by offering commercial, industrial, and other job generating opportunities to spur the local economy. It is also a critical component of the Merrimack River Trail and Lawrence Rail Trail. **The Site's northern portion is within the limits of a 100-year flood zone.** Low Impact Development approaches and the city's stormwater ordinance will help prevent pollution of the Merrimack River. In addition to clean-up soil stabilization, one environmentally forward recommendation is elevating the new

Lot 2 development on podiums with below building parking to accommodate the flood plain. Parking with solar panel canopies/hydroelectric turbines activation is also recommended.

**ii. Outcomes and Benefits of Reuse Strategy:** The Merrimack Paper Site has tremendous potential for commercial development and small business growth as the Site is in the Merrimack St. Gateway-Opportunity Zone 25009251600 which provides economic incentives to support the redevelopment; adjacent to the river with proximity to the highway (500+ ft. of river frontage); and accessible to public transportation. **Once cleaned, the Site will substantially stimulate economic and non-economic development of the Old Mill District and transform the blighted area to an attractive asset that benefits the City and neighborhood/residents.**

Lawrence has a Green Communities designation and has adopted stretch codes that require higher efficiency in construction. Assessment of existing buildings determined they are not structurally sound for reuse and funding has been secured for demo and removal. The City will encourage development that integrates **LEED certification and green building design and the potential for renewable energy with the existing hydro turbines since the Site was an active hydroelectric facility and the City owns the generating rights.** The project will result in remediation of 3.6 acres of land. The cleanup space will include a 1-acre park providing green infrastructure for the redeveloped site and a 500 ft. path connecting the proposed Lawrence and Merrimack River Trails. The reuse strategy is for a 300,000 SF building with 300 parking spaces that could be used for commercial/light industrial or 240 dwelling units. An estimated minimum of \$146,000/ year in tax revenue will be gained by the Site's reuse. The slated Riverwalk, rail trail connector and park will increase attractiveness to live and work in the area, increase connectivity to the north side of Lawrence including the closest grocery store, and increase opportunities for recreation and exercise.

**c. Strategy for Leveraging Resources: i. Resources Needed for Site Reuse:** The City has secured \$750,000 from Mass Development for the demolition/removal of buildings and up to \$600,000 from a \$4,000,000 MassWorks grant directly supporting the reuse of the Site as a new park and trail connection. The City also has a \$100,000 commitment from the Merrimack Valley Planning Commission (MVPC) Brownfields Cleanup Revolving Loan Fund to assist this project. The MVPC's also submitted a 2021 Assessment grant that can help with further soil delineation under buildings as needed. *Documentation of these firm leveraged commitments are attached to this application.* The Site is in an **Opportunity Zone** that investors can leverage as part of the redevelopment. Additional funding sources the Site is eligible for to promote its redevelopment are **Low Income housing tax credits and National Grid energy efficiency rebates.**

**ii. Use of Existing Infrastructure:** The Sites redevelopment takes advantage of existing street infrastructure. Water/sewer/electrical/gas/telecommunications are available along South Canal St. and will be easily connected via underground utility corridors during redevelopment. Reuse of the Site's existing hydro turbines offers developers a potential renewable energy source.

## **2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT**

**a. Community Need i. The Community Need for Funding:** The Site is a prime location for new economic development, but since the City does not have remediation funds it has remained idle, unproductive and a health/safety burden for the neighborhood. The economic upheaval of recent decades and 2008 recession weakened Lawrence's manufacturing sector/social safety nets and eroded economic gains. Median household income in the Site's neighborhood is 40% lower than MA's. Local business loss and factory shutdowns/downsizing contributed to job losses of 500 and 1000+ vacant/ underutilized City lots. In Sept. 2018, a gas explosion resulted in death,



disability and forced the evacuation of 30,000 residents. Many homeowners and businesses never recovered and are now facing record hardship via COVID. Rising to first in Sept, Lawrence is in MA's top 10 City for COVID case rates, and **has MA's highest unemployment** rate (see chart below). During COVID, Lawrence has spent millions in unbudgeted funds to mitigate/protect residents. This, on top of a limited tax base from a low-income population, and \$15.6M in delinquent taxes, further strains the tight City budget. This grant eliminates a barrier to the Site's economic development potential by funding the cleanup of contaminated materials and soil.

**ii Threats to Sensitive Populations:** 1) *Health or welfare of Sensitive Populations:* The Site is a large, contaminated parcel that negatively impacts the welfare of all residents, especially young children, elders, pregnant women, minority, low-income, and homeless people given Lawrence's compact nature. Residents in the Site's neighborhood have severely compromised social determinants of health:

<b>Demographics &amp; Indicators of Need Summary:</b>	<b>CT 2516</b>	<b>Lawrence</b>	<b>MA</b>
Population <sup>1</sup> :	5,841	79,841	6,830,193
Unemployment (Aug 2020) <sup>2</sup> :	N/A	23.0%	11.2%
Percent Poverty <sup>4</sup> :	24.3%	21.9%	7.5%
Percent Hispanic or Latino <sup>1</sup> :	79.4%	80.3%	11.6%
Median Household Income <sup>4</sup> :	\$46,394	\$41,583	\$77,378
Language Other than English <sup>5</sup> :	79.2%	78.7%	23.6%
9 <sup>th</sup> -12 <sup>th</sup> grade, no diploma <sup>5</sup> :	13.8%	13.7%	5.1%
Households with SNAP benefits <sup>4</sup> :	35.1%	40.8%	12.1%

<sup>1,4,5</sup> 2014-2018 American Community Survey 5-year estimates; <sup>1</sup>DP05, <sup>4</sup>DP03, <sup>5</sup>DP02

<sup>2</sup> MA Exec Office Labor/Wrkforce Dvlpmt-Labor Mkt Info: <https://lmi.dua.eol.mass.gov/lmi/LaborForceAndUnemployment/TownComparison><sup>3</sup>Bureau of Labor Statistics, <https://www.bls.gov/news.release/pdf/empsit.pdf>

Residents cite unemployment, low income, lack of green space and crime as barriers to removing the welfare concerns. The Site directly contributes to these impacts by serving as a blighted area with disinvestment and a lack of jobs. It physically blocks access to greenspace, the Merrimack River and adjacent rail trails. Unsafe walking/biking and neighborhood conditions near the Site (drugs/prostitution/homelessness) further contribute to lack of activity, poor mental health, and stress. Two public meetings provided concrete direction from abutters that access to meaningful open space at the Site is a priority. The Site's cleanup directly addresses these health and welfare concerns. Redevelopment will reverse blight, provide direct river/greenspace/rail trail access, provide jobs, and safe/affordable housing. Public meetings during cleanup and reuse address resident health, safety, and community disruption concerns. Strategies ensure cleanup activities will protect sensitive populations they include: LSP oversight, fence around the property, multi-language warning signs, and monitoring of fugitive dust emissions. The Project Manager will serve as the point of contact to address concerns. Meetings will be hosted virtually and onsite using a socially distanced small group process to oblige safety needs during COVID.

2) *Greater Than Normal Incidence of Disease and Adverse Health Conditions:* Studies suggest a link between PAH exposure and a higher risk of cancer, respiratory problems, obesity, and low birth weight babies. Living nearby to these brownfield sites impact mental health including stress and induce physical/physiological effects. Per the MA Dept. of Public Health (MA DPH), Lawrence has a higher prevalence of low-birth weight babies than MA (9.3% vs. 7.5%). Chronic diseases, (e.g. diabetes, obesity, mental health, asthma) were top health concerns identified in a 2019 Lawrence General Hospital Community Health Needs Assessment (e.g., diabetes 11.5%



Lawrence/7.5% MA and obesity 34.4% Lawrence/25.8% MA). Older housing (72% built before 1940) and high traffic emissions put children at increased risk for lead poisoning and asthma. Per the health assessment, our youth are twice as likely to be admitted to the Emergency Room for asthma than MA's rate (149.8 visits vs 66.5 visits per 10,000). Pediatric asthma prevalence for K-8 students is 16.6 per 100K Lawrence vs. 2.4 MA. The MA DPH Childhood Lead Poisoning Prevention Program ranks Lawrence 7 of 19 high risk communities, tract 2516 is a lead hot spot.

Our clean-up eliminates/manages the risks to human and environmental health through proper management, mitigation and/or disposal of the contaminants of concern (i.e., asbestos abatement, removal/disposal of lead containing building materials and soil-based petroleum/PAH removal/covering). Moreover, Lot 1's revitalization into a park and trail connector increases exposure to green space, and improves resident's mental and physical health (obesity, diabetes and asthma).

3) Disproportionately Impacted Populations: 100% of Lawrence is an EJ community vs. 12.1% average for MA communities. Lawrence's chief environmental problems are exposure to hazardous facilities and sites. This has led to pollution (land/water/air) with increased exposure to lead, asbestos, PAHs, heavy metals, chlorinated solvents, VOCs, and other toxins. The Site is surrounded by three Hazard Waste Treatment Storage and Disposal Facilities. Transportation (gas/diesel emissions) contributes to the pollution: the commuter rail is nearby and I-495 (~1 mile east) has an average daily traffic volume of 126,074. The South Broadway corridor adds to emissions/noise levels (2017 daily traffic volume: 17,183). These emissions are likely a contributing factor to the high childhood asthma rates (2008 MA DPH study 'Air pollution and Pediatric Asthma in the Merrimack Valley'). Complicating matters, MA's Attorney General reports that communities of color disproportionately breathe polluted air, a COVID risk factor.

Environmental concerns, sociodemographic and health disparities make health equity and sustainability important consideration in Site design to improve quality of life. Site reuse provides connections to the rail trail, decreases household transportation costs, improves air quality, creates a safer more walkable/bikeable neighborhood and promotes public health. The trail also connects residents to services across the River (i.e., supermarket, Boys and Girls Club and a State Park); all less than a mile. A new park/green space reduces noise/ air pollution and the heat island effect, mitigates stormwater, and provides physical activity opportunities.

**b. Community Engagement: i. Project Involvement and ii. Project Partner Roles**

We have strategically engaged local organizations/stakeholders that are relevant to our cleanup project and have existing infrastructure and connection to meaningfully engage the local community.

Partner	Contact	Role
Merrimack Valley Planning Commission	Theresa Park, Exec. Dir. 978.374.0519 ext.12 <a href="mailto:TPark@mvpcc.org">TPark@mvpcc.org</a>	Assist w/ reuse plans & developer recruitment. Revolving Loan Fund and pending EPA Assessment Grant to assist w/ cleanup.
Groundwork Lawrence (GWL)	Heather McMann, Exec. Director, 978-974-0770x7009 <a href="mailto:hmcman@groundworklawrence.org">hmcman@groundworklawrence.org</a>	Outreach/education, coordinate public meeting, contribute to assessment, planning, implementation.
Movement Family	Michael Gorman, 978-697-9691; <a href="mailto:mjgorman@amcats.edu">mjgorman@amcats.edu</a>	Outreach/education to <b>homeless populations</b> , meeting time/space.
Emily Wetherbee School	Colleen M Lennon, Principal, 978.557.2900, <a href="mailto:Colleen.Lennon@lawrence.k12.ma.us">Colleen.Lennon@lawrence.k12.ma.us</a>	Outreach/education to <b>neighborhood families</b> , meeting time/space.

Lawrence Housing Authority	Efrain Rolon, Executive Director, 978.685. 3811, <a href="mailto:erolon@lawrencehousing.org">erolon@lawrencehousing.org</a>	Outreach/education to <b>elder/low-income populations</b> , meeting time/space.
South Common Central & South Lawrence West Neighbor Assoc.	Brenda Rozzi, President, 978-590 3715, and Sharon Hession, President, 978.764.1724	Outreach/education to <b>neighborhood residents</b> (without children in the school system).
St. Patrick Church	Reverend Paul O'Brien, (978) 683-9416; <a href="mailto:stpatslawrence@gmail.com">stpatslawrence@gmail.com</a>	Outreach/education to <b>parishioners throughout Lawrence</b> , meeting time/space.

**iii. Incorporating Community Input:** The City and its project team have a solid foundation for this work through engagement efforts for the Lawrence and Merrimack River Trail projects, both about the Site. During meetings/walks, residents often asked about the fate of the Site's burned-out mill demonstrating their interest in the project. The Project Manager will be a continual point of contact with the public to address public health, safety, and reuse plan concerns. All communication will be in Spanish & English and include: 1) Public meetings: A public meeting will occur once the City has procured cleanup services. It will be remote/virtual participation (assumes Lawrence is still a COVID hotspot) and will address health, safety, and community disruption concerns as well as update the public about any new assessment findings. The second meeting, after cleanup is complete, will focus on project outcomes and discuss reuse planning efforts. This meeting will be socially distanced in-person with participants organized in small groups that visit a series of locations to learn about and consider key questions about the project. Locations have semi-structured/open ended interview prompts that participants respond to facilitate quantitative data collection. 2) Direct Outreach: Community partners (listed above) will assist with targeted outreach and education to target sensitive populations. Communication with residents living near the Site via quarterly canvassing by a bilingual, multicultural team. The team updates residents about the project, answers questions, and allays concerns. Bilingual flyers are left at houses with contact info. and canvassing is after 3:30 pm on weeknights when families are most likely to be home. 3) Neighborhood Association meetings (in person or virtual): Team members attend meetings of the South Common Central and South Lawrence West Neighborhood Associations to provide updates/answer questions. 4) Social media and project website: The City website page shares project updates. Twitter, Facebook, Instagram updated quarterly raise awareness. 5) Outreach to developers: Economic Development Officer has existing rapport with local businesses interested in the Site and outreach will expand as the project progresses. Input will be posted on the City's website and reported in ACRES. Collective input will continuously be shared with the project team and become part of the on-going project management and strategic Site redevelopment.

### 3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

**a. Proposed Cleanup Plan:** The Merrimack Paper Lots 1 & 2 cleanup plan addresses asbestos and lead containing paint in building materials prior to demolition and contaminated soils during Site redevelopment. The attached Analysis of Brownfields Cleanup Alternatives (ABCA) describes/evaluates three cleanup alternatives. Alternative 2, excavation and offsite disposal of soil to support redevelopment with engineering controls over remaining urban fill soils is the most cost-effective and brings the Site closer to redevelopment. The plan will be compliant with State/Fed regulations, be protective of human health/the environment, and facilitate Lot 1 and 2 redevelopments for a wide range of potential uses (e.g., residential, commercial, trail/park use).

Asbestos and lead removal will be completed according to Federal and MA regulations, and soil remediation according to the MA Contingency Plan (MCP). This includes soil removal, engineered barrier installation, and institutional control measures to mitigate human health risks linked to PAH, metal, and petroleum contaminated soil exposure. Funds facilitate the comingled petroleum contaminated soil removal and allow for removal of the deed restriction currently prohibiting residential use. Urban fill soils will be removed as needed (est. 1,000 tons) to support redevelopment (i.e. during foundation excavation, utility trenches). The residual urban fill will be covered with an engineered barrier system (e.g., soil cover, concrete, asphalt) over the remaining 150,000 sq. ft. consistent with redevelopment. Containment measures and implementation of institutional controls will be incorporated into development plans, completed by the developer.

Although a cap will be placed on contaminated soil that remain on-site to prevent exposure, institutional controls in the form of an Activity and Use Limitation (AUL) will be implemented. The deed restricts certain activities on the Site, including soil excavation below the engineered barrier system. It also requires the preparation and implementation of both Health & Safety and Soil Management Plans during future construction involving excavation and management of contaminated soil. Periodic inspections and maintenance of the engineered barrier are required.

The MA Brownfields Program is a privatized waste site assessment/cleanup program where direct oversight is performed by Licensed Site Professionals (LSP) vs. MassDEP. LSPs are state licensed and develop/execute a scope of work that satisfies MA requirements to address contaminated property (MA General Law c.21E and the MCP). The Site is also subject to lead paint and asbestos State regulations that the LSP ensures that the cleanup is conducted in accordance with. Remediation/development contractors are required to control dust during soil excavation/management and fugitive dust perimeter air monitoring will also be conducted.

#### **b. Description of Tasks/Activities and Outputs**

**Task/Activity 1: i. COOPERATIVE AGREEMENT OVERSIGHT:** Non-EPA funded activities: Project Manager (PM) provides grant administration/coordination between City/LSP/grant partners/EPA Project Officer. Attend EPA National Brownfield Conf. *Mgr. Finance & Admin.* provides financial/procurement oversight, process invoices, submits monthly billing. *Econ. Dev. Officer* prepares reports & ACRES. **ii. Schedule:** Execute contract w/ EPA: 9/2021-10/2021; Attend EPA Brownfield Conf.: 09/27/21; Submit Reports & ACRES documentation quarterly; Meet w/ EPA/Mass DEP quarterly, Hold Team meeting w/ LSP/GWL/City monthly via zoom or in-person; Process invoices/financial reporting monthly. Closeout: 7/2023-9/2023 (within 3 yrs. of grant receipt) **iii. Task/Activity Lead(s):** PM; *Mgr. Finance & Admin.*; *Econ. Dev. Officer* **iv. Output(s):** Timely completion of grant tasks/expenditures, conference attended, LSP secured, EPA quarterly reports/ACRES updated, Closeout of Coop. Agreement.

**Task/Activity 2: i. COMMUNITY OUTREACH AND ENGAGEMENT:** EPA funded activities: LSP and Groundwork Lawrence (GWL) assists the City with engaging and educating the neighborhood residents/businesses about the project. Non-EPA funded activities: PM prepares a Community Relations Plan, attends public Zoom or socially distanced meetings, interfaces w/ local businesses, residents, and elected officials. PM and GWL attend neighborhood association meetings, school, Lawrence Housing Authority, Church, Movement Family **ii. Schedule:** Develop Communication plan:10/2021; Present at City Council:10/2021; Attend monthly neighborhood Mtgs: 10/2021-9/2024; Public Mtg #1: 3/2022 Public Mtg# 2: 12/2022 **iii. Task/Activity Lead(s):** GWL and PM **iv. Output(s):** Community Relations Plan developed, project website updated, 12 social media releases across 3 platforms, 2 public

meetings held via Zoom/in person, handouts produced/distributed, meeting minutes and public comments, interaction w/ Councilors, businesses. School, community. 36 neighborhood mtgs.

**Task/Activity 3: i. SITE-SPECIFIC ACTIVITIES/CLEANUP:** EPA-funded activities: *LSP* Finalize ABCA, submit Quality Assurance Project Plan (QAPP), assist with bid package (e.g. design Specifications and Drawings), prepare MCP regulatory submittals, conduct cleanup. *GWL* engages community and incorporates input into final documents Non-EPA funded activities: *Mgr. Finance & PM* procures LSP and remediation contractor. **ii. Schedule:** Procure QEP: 10/2021; Submit finalized ABCA & QAPP: 12/2021; QAPP approval received: 1/2022; Prepare plans, specifications, bid package: 11/2021 – 1/2022; Solicit bids: 2/2022; Award contract to remediation contractor: 3/2022; Submit MCP Release Abatement Measure (RAM) Plan: 4/2022; Conduct cleanup: 4/2022– 12/2022; Submit RAM Completion Report: 3/2023 **iii. Task/Activity Lead(s):** *LSP and remediation contractor* **iv. Outputs:** Finalized ABCA, QAPP, Release Abatement Measure Plan; Remediation specs developed, Ram Completion Report. Remediation contractor secured; cleanup conducted.

**Task/Activity 4: i. SITE MONITORING & CLOSEOUT/REUSE PLANNING:** EPA-funded activities: *PM, LSP and GWL* will meet regularly. *LSP* monitors project to ensure cleanup is progressing safely/efficiently, participate in weekly construction updates, coordinate with MassDEP and EPA, and assure all required paperwork/closeout documentation is completed. *GWL* will ensure that the resident voice is incorporated into the Disposition RFP and reuse plans Non-EPA funded activities: The *Econ. Dev. Officer* will document labor compliance with the Davis-Bacon Wage Act. Redevelopment planning. The *PM* will work with developers and City Depts. to coordinate reuse planning. Prepare RFP and conduct disposition of property. **ii. Schedule:** Developer Outreach: 10/2021 - 2/2022 Begin Disposition process-RFP released: 3/2022-4/2022; Construction Meetings: Weekly 4/2022–4/2023; Site Inspections: 4/2022–4/2023; Review Developer Bids: 4/2022-7/2022; Developer Retained: 7/2022; Closeout: 7/2023–9/2023 (within 3 yrs. of grant receipt) **iii. Task/Activity Lead(s):** *Econ. Dev. Officer, PM and LSP* **iv. Output(s):** Weekly construction meetings, cleanup completed, Disposition RFP developed, LSP site monitoring, submission state-required reporting, developer secured.

<b>c. Cost Estimates</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Total</b>
Personnel	\$ 26,506	\$ 8,874	\$ 16,305	\$ 13,054	\$ 64,739
Fringe Benefits	\$ 7,222	\$ 2,219	\$ 4,294	\$ 3,264	\$ 16,999
Travel	\$ 7,500				\$ 7,500
Supplies		\$ 617			\$ 617
Contractual		\$ 20,500	\$ 454,645	\$ 35,000	\$ 510,145
Total Direct Costs	\$ 41,228	\$ 32,210	\$ 475,244	\$ 51,318	\$ 600,000
Total Federal Funding	\$ 0	\$ 18,000	\$ 447,000	\$35,000	\$ 500,000
Cost Share (20%)	\$ 41,228	\$ 14,210	\$ 28,244	\$ 16,318	\$ 100,000
Total Budget	\$ 41,228	\$ 32,210	\$ 475,244	\$ 51,318	\$ 600,000

**TASK 1 - COOPERATIVE AGREEMENT OVERSIGHT:**

**1) Personnel & Fringe: \$33,728 EPA Grant: \$0 Cost Share: \$33,728 (City General Funds)**  
*PM*-320 hours X \$46.71/hr. = \$14,947 & Fringe @25% = \$3,737 = \$18,684 (*grant admin* < 5% EPA funding); *Mgr. Fin & Admin*-150 hours X \$44.10/hr. = \$6,615 & Fringe @34% = \$2,249 = \$8,864; *Econ Dev Officer*-150 hours X \$32.96/her = \$4,944 & Fringe @25% = \$1,236 = \$6180

**2) Travel Costs: \$7,500 EPA Grant: \$0 Cost Share: \$7,500 (City General Funds)**

\$7,500 for PM, Econ. Dev. Officer, GWL to attend EPA Conference includes Airfare (\$375 R.T \*3=\$1,125); lodging/per diem (\$425\* 5 day\* 3= \$6,375) paid out of City general funds

**TASK 2 - COMMUNITY OUTREACH AND ENGAGEMENT:**

**1) Personnel & Fringe: \$11,093 EPA Grant: \$0 Cost Share: \$11,093 (City General Funds)**  
 PM-190 hours X \$46.71/hr. = \$8874 & Fringe @ 25% = \$2,219= \$11,093

**2) Supplies: \$617 EPA Grant: \$0 Cost Share: \$617 (City General Funds)**  
 \$617 for placing advertisements in the newspaper and printing outreach materials

**3) Contractual: \$20,500 EPA Grant: \$18,000 Cost Share: \$2,500**  
 LSP (TBD)- 30 hours at \$100/hr. = \$3,000 GWL- 175 hours at \$100/hr.= \$17,500

**TASK 3 - SITE-SPECIFIC ACTIVITIES/CLEANUP:**

**1) Personnel Costs: \$20,599 EPA Grant: \$0 Cost Share: \$20,599 (City General Funds)**  
 PM -156 hours X \$46.71/hr. = \$7,287 & Fringe @ 25% = \$1,821= \$9,108

Econ. Dev. Officer- 200 X \$32.96/hr. = \$6,592 & Fringe @ 25% = \$1,648= \$8,240

Mgr. of Fin & Admin-55 hours X \$44.10/hr. = \$2,426 & Fringe @34% = \$825 = \$3,251

**2) Contractual: \$454,645 EPA Grant: \$447,000 Cost Share: \$7,645**

LSP-240 hours at \$100/hour = \$24,000 GWL-150 hours at \$100/hour = \$15,000

Remediation Contractor-Assumes \$100,000 asbestos/lead removal: \$175,000 soil disposal, and \$140,645 for engineered cover. Total cleanup offsite soil disposal = \$415,645.

**Task/Activity 4: i. SITE MONITORING & CLOSEOUT/REUSE PLANNING:**

**1) Personnel Costs: \$16,318 EPA Grant: \$0 Cost Share: \$16,318 (City General Funds)**  
 PM -144 hours X \$46.71/hr. = \$6,726 & Fringe @ 25% = \$1,682= \$8,408

Econ. Dev. Officer- 192 hours X \$32.96/hr. = \$6,328 & Fringe @ 25% = \$1,582= \$7,910

**2) Contractual: \$35,000 EPA Grant: \$35,000 Cost Share: \$0**

LSP- 300 hrs at 100/hour = \$30,000 GWL- 50 hrs at 100/hour = \$5,000

**d. Measuring Environmental Results:** The PM in cooperation with EPA will complete a workplan to serve as a tracking tool to monitor progress. Indicators will tie back to outputs listed above and will include additional data from resident input and cleanup activities (e.g., soil tests). The City will hold monthly meetings to check workplan status, project schedule, and outputs. If deficiencies are identified, corrective actions will be discussed internally and with EPA. Progress toward outcomes/outputs will be documented in quarterly reports tracked via ACRES. Broader benchmarks will track economic, environmental, and social/health outcomes specific to the Site's revitalization. (i.e., 300 jobs created; \$146,000/yr. taxes gained; 3.6 acres land remediated with 1-acre green space; 240 housing units; crime reduced; improved rates asthma, lead poisoning, and obesity.).

**4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE**

**a. Programmatic Capability: i. Organizational Structure and ii. Description of Key Staff**

Grant will be managed, by the Office of Planning and Development (OPD). OPD successfully manages federal, state, and private grants more than \$21 million. We have robust systems and experienced staff with the capacity to ensure timely and successful expenditure of funds and completion of all technical/administrative requirements. Key staff have experience managing the current EPA Brownfield Assessment & Cleanup grants. Director of Planning- Pedro Soto: *Role-* Project Manager (PM): Overall responsibility to assure partner/sub-recipient commitments are met; coordinate with City Depts, internal team and EPA Program Officer; interface with local businesses/developers; community liaison; informs Mayor. *Experience-* Administered \$10M+ of public/other infrastructure projects; developed relationships with Mass Development, EPA

Region I staff, MVPC. Mgr. of Finance & Admin. Services- Susan Fink: **Role-** Grant **Financial oversight**; oversee bid process. **Experience-** Responsible for admin/financial requirements of recent EPA Brownfield grants. City employee since 1995. Manages many state/ federal grants. Economic Development Officer II- Esther Encarnacion: **Role-** Prepare quarterly EPA **reports & ACRES updates**; Document Davis-Bacon Wage compliance. **Experience-** Trained on ACRES.

*iii. Acquiring Additional Resources*: The OPD is poised to collaborate with a strong team of sub-grantees and community partners. The LSP and Remediation Contractor will be procured using a Request for Qualifications process. The **Manager of Finance & Admin** oversees procurement, following MA procurement laws and will procure contractors in accordance with the EPA's procurement guidelines. The City will utilize GWL for outreach/ed. The City already has a Cooperative Agreement with GWL that allows for direct contracting.

**b. Past Performance and Accomplishments:** *i. Currently Has or Previously Received an EPA Brownfields Grant I* **Accomplishments**: The City has significant accomplishments with EPA Brownfield grants. Awarded a **2020 Cleanup Grant** (BF-00A00544 10/1/20-9/30/23) and have an active 2017 cleanup and assessment grants. Accomplishments in ACRES for 3 recent grants: **(1)- 2017 Cleanup Grant** (BF00A00375) As of 2nd Qtr. 2020, remaining balance \$44,455.20. **Outputs**: Existing conditions survey and hazardous materials assessment; Two public meetings- Nov 2019/June 2020 (Virtual). Collection of post-cleanup samples to ensure cleanup has met VCP cleanup levels completed by 06/30/2020. Release Abatement Measure Plan submitted to MassDEP 6/9/2020 and TSCA Self-Implementing PCB Cleanup and Disposal Plan approved by EPA 5/13/2020. EPA QAPP approval 3/11/2020 **Outcomes**: Excavation & offsite disposal of 191.37 tons of EPH and PCB contaminated soil and 391.04 tons of asphalt from the northwest portion of Lot 1. 250 CY of loam placed and seeded to establish a lawn area. 0.25 acre of lot 1 remediated for park, housing, or commercial re-use. Remaining 2.36 acres cleanup by developer. **(2) 2017 Site Specific Assessment grant** (FY18 BF00A00376) Current as of 2nd Qtr. 2020, remaining balance \$77,296.63 **Outputs**: QAPP approved; investigations conducted. Two public meetings conducted in Nov 2019 and June 2020 (Virtual Meeting). Lot 2 assessment included collection of soil samples from 97 berm, 31 soil pile, and 43 "at-grade" locations. Assessment July 2019 through March 2020. Remediation work began in June 2020. Interim Phase 2 report **Outcomes**: Phase 2 Comprehensive Report; Area of contamination understood; Secured \$750,000 funding for cleanup. PCB cleanup framework established to facilitate redevelopment. **(3) 2012 Assessment grant** (BF96170001) **Outputs**: 8 Phase I, 1 Phase II ESA **Outcomes**: a) Assessment work of Ferrous Site led to a \$2.3M Gateway City Parks grant; b) 9 Osgood sold to minority business owner and 20 jobs produced; c) Training facility planned at 41-55 Lowell St; d) Assessment work at 100 Parker St. assisted with leveraging \$2M for 10 condos.

**2) Compliance with Grant**: Since 1996 the City has successfully managed 7 EPA Brownfield grants totaling \$2.65 M. For all, the City has complied with grant terms, workplan, schedule, programmatic and financial reports, and ACRES. All funds were fully expended on all closed grants. Current grants are on track to achieve expected results and spend down. Activities remaining on the grants is for the city to submit the Interim Phase II Comprehensive Site Assessment (10-23-20), close out the contract with the remedial contractor (10-23-20), and hold a final public meeting to present residents with the outcomes of the assessment and cleanup grants (11-5-20).

**Narrative Attachment:**

**Documentation of Match and Secured Leveraged Resources**

- Letter Lawrence Mayor – match commitment
- Mass Development Site Readiness Contract- leveraged funds
- MassWorks Infrastructure Program Contract- leveraged funds
- Letter Merrimack Valley Planning Commission Executive Director- Revolving Loan Fund commitment

***Merrimac Paper Lots 1& 2  
7&9 South Canal St., Lawrence, MA***





CITY OF LAWRENCE  
OFFICE OF THE MAYOR

City Hall • 200 Common Street • Lawrence, MA 01840  
Tel: (978) 620-3010 • [www.cityoflawrence.com](http://www.cityoflawrence.com)

DANIEL RIVERA  
Mayor & CEO  
October 6, 2020

Jerry Minor-Gordon  
US EPA  
Office of Brownfields and Land Revitalization  
Mail Code 5105 T  
1200 Pennsylvania Ave. NW  
Washington, DC 20460

**Subject:** Committed Leveraged Resources, Brownfield Cleanup Grant Proposal, Lawrence, MA

Dear Ms. Minor-Gordon:

I am pleased to submit this application from Lawrence, MA for a FY21 EPA Brownfield Cleanup Grant for the Merrimac Paper Site. This location is a priority for Lawrence and the redevelopment aligns with the City's Urban Renewal Plan and Area Wide Plan. Cleanup and reuse of this large unproductive parcel will allow neighborhood residents and the City to reap the public health, environmental and economic benefits of its revitalization.

The City of Lawrence Planning Department has an experienced team and committed partners to successfully implement this project. The City commits to the 20% funding match: \$100,000 from the City's General Funds to be allocated for tasks directly associated with the site remediation. The City has also been fortunate to have expended 9.4 M funding from the MA Executive Office of Housing and Economic Development MassWorks Infrastructure Program for improvements to the streets and utility infrastructure directly surrounding the site. We currently have funding that will be leveraged to support the site. These leveraged funds include \$750,000 from the MassDevelopment Site Readiness Program for demolition and asbestos and lead removal of buildings and up to \$600,000 of a \$4,000,000 MassWorks Infrastructure Grant. Documentation of these committed leveraged resources follow this letter.

The redevelopment of the Merrimac Paper property has had the support of the Mass DEP. The property is in an Opportunity Zone, has the interest from a developer. We are optimistic of the redevelopment potential for this site and the economic, environmental and health benefits it will offer. These clean up funds are critical to allow us to realize our goal of cleaning up and redeveloping the Merrimac Paper site.

Thank you for your consideration of our proposal.

Sincerely,

Daniel Rivera  
Mayor & CEO

**COMMONWEALTH SITE READINESS PROGRAM  
TECHNICAL ASSISTANCE TO PUBLIC ENTITY  
RECOVERABLE GRANT AGREEMENT**

THIS RECOVERABLE GRANT AGREEMENT (the "Agreement") dated this 15<sup>th</sup> day of October, 2020 (the "Effective Date"), between MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 ("MassDevelopment"), and the CITY OF LAWRENCE, a Massachusetts municipal corporation having a mailing address at 200 Common Street, Lawrence, Massachusetts, 01840 (the "Recipient") MassDevelopment and Recipient are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

**RECITALS**

WHEREAS, the Site Readiness Program ("the Program") was created pursuant to *An Act Relative to Job Creation and Workforce Development*, 2016 Mass. Acts c. 219, § 2A (the "Enabling Legislation") to fund site assembly, site assessment, predevelopment permitting and other predevelopment marketing activities that enhance a site's readiness for commercial, industrial or mixed use development; and

WHEREAS, MassDevelopment's Board of Directors voted to approve guidelines for the Program on January 12, 2017 and amended and ratified those guidelines on June 8, 2017, September 13, 2018, and October 10, 2019; and

WHEREAS, on February 13, 2020, MassDevelopment's Board of directors approved a Program award on behalf of Recipient; and

WHEREAS, Recipient desires to improve site readiness at 7, 9 and 19 South Canal Street, Lawrence, Massachusetts (the "Site"); and

WHEREAS, this Agreement is entered into for the public purpose, consistent with the Enabling Legislation and the Program's guidelines, of assisting Recipient in demolishing the dilapidated Merrimac Paper Mill complex to improve site readiness at the Site (the "Project"); and

WHEREAS, Recipient and MassDevelopment agree that Recipient will contract with engineering firms, environmental firms, abatement and demolition contractors and other related entities as needed (collectively, the "Consultant Team") to provide certain services in connection with the Project as further described in Exhibit A attached hereto and made part hereof (the "Services"); and

WHEREAS, Recipient and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both parties.

## TERMS

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. MassDevelopment's Obligations.

(a) MassDevelopment shall allocate and expend up to \$750,000 in the delivery of the Services, exclusive of the expenses and costs of its staff time (the "MassDevelopment Funds"). The amount of the MassDevelopment Funds actually disbursed that have not already been repaid to MassDevelopment are referred to as the "Disbursed Funds".

2. Recipient's Obligations.

(a) Recipient must elect on page ten (10) of this Agreement either (1) to retain, manage and oversee the Consultant Team and contractors, or (2) to elect that MassDevelopment retain, manage and oversee the Consultant Team and contractors.

(b) If Recipient elects to retain, manage and oversee the Consultant Team and contractors, Recipient shall cause the Consultant Team to perform the Services in a professional, competent, and timely manner and shall submit approved Consultant Team invoices to the Project Manager at MassDevelopment within three (3) business days of receipt in order to ensure timely payment of the Consultant Team and avoid late payment fees. MassDevelopment will submit reimbursement checks made out to the City of Lawrence in the amount of the approved invoice and will send the reimbursement check to the City of Lawrence Project Manager. Project Manager designations are outlined in section 4 below. Recipient shall be liable for any late payment fees where invoices are submitted for payment to MassDevelopment more than three business days after receipt by Recipient.

(c) If Recipient elects to retain, manage and oversee the Consultant Team and contractors, Recipient shall comply with MassDevelopment's "Contractor Policy" (attached hereto as Exhibit C and made a part hereof), which requires that Recipient or its affiliates have not and will not enter into a contract for work financed by MassDevelopment with any vendor or contractor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, and the Federal Government (the "Debarment Lists");

(d) If Recipient elects to retain, manage and oversee the Consultant Team and contractors, until the Services are complete, Recipient shall provide biannual update reports to MassDevelopment that include project goals, updates, and timelines; the biannual reports are due on or before June 1 and December 31 of each calendar year.

(e) Recipient hereby represents and warrants that:

- (i) The Disbursed Funds shall be used exclusively for the Services and Site acquisition.
- (ii) Recipient has the legal power and authority to enter into and perform this Agreement and any related documents in which it is named as a party, to fulfill its obligations set forth herein and therein and to carry out the transactions contemplated hereby and thereby.
- (iii) This Agreement and any other documents delivered to MassDevelopment by Recipient pursuant hereto are the legal, valid and binding obligations of Recipient, enforceable against Recipient in accordance with their respective terms. There are no actions, suits, proceedings, adverse findings or investigations pending or, to the knowledge of Recipient, threatened, anticipated or contemplated (nor, to the knowledge of Recipient, is there any basis therefor) against or affecting Recipient before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that call into question the validity of this Agreement or any action taken or to be taken in connection with the transactions contemplated hereby.
- (iv) Each of the representations and warranties of this section shall survive the advance of the Grant Amount pursuant to this Agreement and the termination of this Agreement and Recipient shall indemnify and hold harmless MassDevelopment and any members, officers, employees, or directors thereof (the "Indemnitees") from and against all loss, expense or liability directly or indirectly resulting from the breach thereof, including, without limitation, the cost of defending or settling any claim arising therefrom against the Indemnitees.

(f) Recipient shall reimburse MassDevelopment for the Disbursed Funds as follows:

- (i) If the Site or any portion thereof is sold, conveyed, gifted, demised, ground leased, otherwise transferred, or refinanced, and as a result, Recipient, or any affiliate, receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, and sale of the Site or of the portion of the Site transferred (the "Net Proceeds"), then Recipient shall reimburse MassDevelopment the full amount of the Net Proceeds, in an amount up to the Disbursed Funds. In the event of a ground lease or other stream of income derived from the Site, Recipient shall provide MassDevelopment with relevant agreements and a cash flow statement and MassDevelopment and Recipient shall agree on repayment terms regarding Disbursed Funds taking into account the project debt of Recipient. This Section 2(e)(i) shall only apply from the Effective Date established above through 11:59 P.M. on the date 30 years thereafter, but shall survive the earlier expiration or termination of this Agreement.

(g) Recipient hereby promises to repay the Disbursed Funds in accordance with the foregoing terms and conditions. Recipient further agrees to execute and enter into any and all documents that reaffirm the terms and conditions of this section, as reasonably requested by

MassDevelopment, and as relates to the Disbursed Funds and Recipient's obligations hereunder. Attached hereto as **Exhibit B** is a commitment letter from Recipient agreeing to the foregoing reimbursement obligations.

(h) Recipient shall meet with MassDevelopment staff and/or its consultants on an as needed basis, during the period when the Services are being performed or as MassDevelopment reasonably requests thereafter. Recipient's Project Manager (as identified in Section 4) shall assist MassDevelopment and its consultants in accessing the assistance of other municipal agencies or staff, as necessary. Recipient shall work diligently with MassDevelopment in coordinating and resolving any issues that may arise in connection with the Project.

(i) For five years from the Effective Date, Recipient shall provide biannual update reports to MassDevelopment that include Project goals, updates, timelines, Net Proceeds, and Economic Benefit to the Municipality; the biannual reports are due on or before June 1 and December 31 of each calendar year. After the expiration of five years from the Effective Date, Recipient shall provide annual reports, with the same information referenced above, to MassDevelopment, on December 31 of each year, until the earlier of: (i) the date MassDevelopment has been fully reimbursed for the Disbursed Funds or (ii) the date the Agreement has expired.

3. Contracts with Third Parties. If the parties agree that MassDevelopment shall retain, manage and oversee the performance by the Consultant Team of the Services, MassDevelopment, with the prior consent of Recipient, may contract or subcontract with third parties, consistent with any applicable procurement laws, rules, or regulations, for goods and services, permitting services, urban design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services.

4. Project Personnel. Both MassDevelopment and Recipient have designated the following persons to serve as Project Manager to support effective communication between MassDevelopment and Recipient and to report on the Project's progress:

For MassDevelopment:

Name: Edmund Starzec  
Telephone: (617) 330-2035  
Email: estarzec@massdevelopment.com

For Recipient:

Name: Pedro Soto  
Telephone: (978) 620-3501  
Email: psoto@cityoflawrence.com

5. Ownership and Use of Materials. All materials produced by MassDevelopment, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets, and articles ("Documentary Materials"), shall be the property of MassDevelopment, and shall appropriately designate MassDevelopment as the owner. MassDevelopment shall make these materials available to Recipient for economic development purposes. Upon full repayment of the Disbursed Funds, ownership of the Documentary Materials shall transfer to Recipient.

6. Term. The term of this Agreement shall commence upon the Effective Date established above and shall expire at 11:59 P.M. on the date 30 years thereafter.

7. Survival. The provisions of this Agreement, which expressly or by their nature survive

expiration or termination of this Agreement, will remain in effect after the termination of this Agreement.

8. Compliance with Laws. In connection with this Agreement, the Parties shall, and shall require all of their employees, contractors, and agents to, comply with all federal, state, and local laws, regulations, rules, ordinances, and orders of any kind that are applicable to the performance of the Services.

9. MassDevelopment Liability.

(a) In no event shall MassDevelopment be held liable with respect to:

- (i) Any contract entered into with a third party by Recipient relating to the subject matter of this Agreement or otherwise;
- (ii) Any recommendations, proposals, suggestions, comments, or actions taken or omitted in connection with this Agreement, unless MassDevelopment is grossly negligent; or
- (iii) Any work performed by any contractor as part of the Services provided under this Agreement.

(b) MassDevelopment shall have no obligation to perform, or have performed, any work described in the Services with internal staff resources, nor shall MassDevelopment be obliged to incur any costs if Recipient shall unreasonably fail to provide MassDevelopment with material information necessary to deliver the work described in the Services.

(c) MassDevelopment shall have no obligation to perform, or have performed, any particular work described in the Services if it determines, in its sole discretion, that doing so is beyond the scope of this Agreement or is otherwise unadvisable or impractical.

10. Assignability. The parties agree not to assign any rights or interests arising under this Agreement or make any person a third party beneficiary of this Agreement, without obtaining, on each occasion, the prior consent of the other party, which consent may be withheld for any reason or for no reason, in such party's sole and absolute discretion.

11. Nature of Relationship; Independent Contractor.

(a) The parties acknowledge that MassDevelopment is providing services solely for public purposes as set forth herein and that no agency, partnership, joint venture or other ownership relationship is intended to be or is created by this Agreement, and, except as is expressly set forth herein, MassDevelopment shall act as an independent contractor pursuant to this Agreement.

(b) MassDevelopment's participation in this Agreement in no way obligates any further action or financial assistance by MassDevelopment with respect to the Project or Recipient.

(c) MassDevelopment understands that it has no authority to make or imply any

commitments, which are binding upon Recipient.

(d) The parties understand and agree that the ultimate feasibility or economic viability of the Project, or any other project arising out of this Agreement is not being guaranteed or assured by MassDevelopment or Recipient. Notwithstanding the foregoing, the parties acknowledge they have a special relationship with a duty of loyalty and a duty to act in good faith toward each other.

12. Notices. All notices shall be in writing and shall be deemed given when delivered by hand or when deposited in the United States Postal Service via certified or registered first class mail, return receipt requested, or via overnight delivery with confirmation of process and shall be addressed as follows:

To MassDevelopment:	Massachusetts Development Finance Agency 99 High Street, 11 <sup>th</sup> Floor Boston, Massachusetts 02110 Attention: Ed Starzec, Director of Land Planning and Permitting
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With a copy to:	Massachusetts Development Finance Agency 99 High Street, 11 <sup>th</sup> Floor Boston, MA 02110 Attention: General Counsel
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To Recipient:	City of Lawrence 200 Common Street Lawrence, Massachusetts, 01840 Attention: Pedro Soto, Planning Director
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With a copy to:	City Attorney 200 Common Street, Suite 306 Lawrence, MA 01840
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Either party may change any of its notification information for the purpose of this section by giving the other party prior notice thereof in accordance herewith.

13. Termination.

(a) This Agreement may be terminated:



- (i) At any time, upon the mutual written agreement of MassDevelopment and Recipient;
- (ii) At the option of MassDevelopment, for any reason or no reason, upon no less than 60-days' written notice to Recipient; or
- (iii) By either MassDevelopment or Recipient, upon the other party's failure to perform or observe any of its obligations under this Agreement (a "Default"), after a period of 30 days or the additional time, if any, that is reasonably necessary to promptly and diligently cure such failure, after such defaulting party receives notice from the non-Defaulting party setting forth in reasonable detail the nature and extent of the failure and identifying the applicable provisions of this Agreement.

(b) Upon notice of a Default under this Agreement, the non-defaulting party shall have no further obligation to the defaulting party under this Agreement until and unless the default is cured.

(c) Upon an event of Default under this Agreement beyond any applicable grace period, this Agreement shall be terminated. In the event of such termination, MassDevelopment shall pay the Consultant Team for any unpaid amounts of their respective invoiced services. Termination of this Agreement for any reason shall not release either party from any accrued liability to the other party. A party's right to terminate this Agreement as provided herein shall be without prejudice to any other rights provided to it by law or in equity.

14. Publicity. Each of the parties agree not to make, issue, or cause to be made, press releases or other publicity concerning this Agreement or the Project, without the prior consent of the other parties.

15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment or Recipient or on the part of any of its/their employees, agents, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this Agreement; this exculpation of personal liability is to be absolute and without exception.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict-of-law rules.

17. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by MassDevelopment and Recipient.

18. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the parties hereto any rights, remedies, privileges, benefits, or causes of action to any extent whatsoever.

19. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery, and performance of this Agreement, and this Agreement constitutes the legal, valid, and binding obligation of such party enforceable in accordance with its terms.

20. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

21. Counterparts: Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Assignment. Any party delivering an executed counterpart of this Agreement by electronic means also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

22. Dispute Resolution. The parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Mayor of the City of Lawrence and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the parties cannot resolve a dispute by such informal negotiations, the parties agree to submit the dispute to mediation. Within 45 days following the date on which the dispute was first identified, the parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the parties fail to agree upon a mediator, the parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed 30 days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$5,000 per party, or (ii) the period for mediation exceeds the 30-day period specified above, then either party shall have the option to withdraw from all mediation proceedings without penalty, and the parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the parties' dispute is such that one or both parties are likely to suffer irreparable harm, such party or parties may seek immediate judicial relief without resorting to the mediation process described above.

*[Remainder of the page is intentionally blank]*

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Site Readiness Program funds will be used to partially pay for the demolition of the Merrimac Paper Mill complex in Lawrence. The attached demolition proposal describes the scope of work.

**City of Lawrence**

12 Methuen Street  
Lawrence, MA 01840

Telephone: 978-620-3500

Email: [lpark@cityoflawrence.com](mailto:lpark@cityoflawrence.com)

Attention: Teresa Park

**Proposal: Former Merrimack Paper - Lawrence Mills**

Street Address: South Canal Street  
City and State: Lawrence, MA  
Floor(s): various

11132

We are pleased to submit our pricing as follows based on site visit & available documents:

**Demolition:**

- 1 One (1) mobilization is assumed for work to be performed approx. summer of 2020.
- 2 Work is assumed to be performed during standard 8 hr weekday shifts
- 3 Temporary fence & Erosion Controls (i.e. stormwater pollution prevention plan-SWPPP, silt fence, wheel wash, etc.)
- 4 Demolition & removal of buildings 3,4,5,7,8,9,10a,10,12,13,14,23,24,25,26,27 (approx. footprint 88,000sf) located at South Canal Street, Lawrence.
- 5 Structures to be removed to grade. Slabs on grade to be removed. Below grade foundation elements (i.e. frost walls, footings, basement slabs) are excluded. All concrete and masonry materials to be crushed to 3" minus and backfilled in building voids. Select assumes a Beneficial Use Determination (BUD) will be procured by the City of Lawrence prior to demolition commencing
- 7 Required fire details
- 8 Required temporary power and water.
- 9 Pest Control
- 10 DEP Notifications & associated fees
- 11 Duration of Demolition scope is expected to take approx. 2.5 months

**Abatement:**

- 1 Proper removal and disposal of asbestos containing materials as identified in the Shaw Asbestos Inspection and Structural Condition Assessment
- 2 Proposal includes the removal of asbestos containing materials identified in the American Environmental Asbestos Inspection Report and the ATS Asbestos Survey Report dated 10/31/06
- 3 Materials and quantities are specific to those identified in the identified reports.
- 4 Pricing is included for Air Monitoring and Final Air Clearances by a 3rd Party Industrial Hygienist
- 5 Required temp power and water.
- 6 Roofing abatement is included for buildings 7 and 23 and flashings as identified in the ATS report
- 7 DEP Notifications & associated fees
- 8 Duration of Abatement scope is expected to take approx 3-4 weeks.

**Contract Price: \$1,325,000.00**

**Inclusions**

All work in accordance with all local, state, and federal safety regulations. Standard Insurance Certificate to be provided  
We assume continuous access/egress for equipment required to perform our work  
Union Labor Wage Rates and Benefits  
Dust Control and water consumption fees. (Hydrant to be provided)  
Any required excavation to expose our work: excavated material to be cast adjacent to work or rough graded in building void  
Demolition debris/trash material will be legally disposed at approved facilities. All concrete/masonry assumed to be crushed and backfilled onsite  
All ferrous and non-ferrous metals to be considered sole property of Select Demo Services  
Demolition plan showing means, methods, equipment, and locations  
If priced Site Unseen, a site visit to confirm existing conditions is to occur prior to mobilization

**Exclusions**

Demolition Permit & Bond  
Premium/Overtime, 2nd Shift, and multiple mobilizations  
Engineering, PE survey, shoring, and layout  
Items to be salvaged  
Any Hazardous Material Survey or testing/abatement/handling of hazardous materials including but not limited to asbestos, PCB's, mastics, regulated wastes, mercury, guano, mold, soils, oils, etc. to the extent they are not quantified and included in our proposal.  
Non-qualified asbestos materials. Unidentified asbestos materials, <1% Asbestos Containing materials  
PCB Containing Materials & Substrates. Additional sampling for suspect Hazardous materials  
Import of materials, support of excavation, cofferdams, dewatering, rock excavation. Disposal of excavated soil  
Elevator Decommissioning  
Cut, Cap, relocation/abandonment and make safe of utilities  
Police, security, Traffic & Pedestrian Control, Road Closures  
Disposal of water runoff generated by dust control or wheel washing operations  
Tree protection, Roadway Protection, Dust/Noise barriers  
Any hardscape removals (i.e. paving, walks, curb, etc.) beyond building footprint not identified in scope above  
Sawcutting, Patching, Waterproofing  
Any site restoration (i.e. paving, fencing, Sidewalks, landscaping, etc.)  
Winter conditions/Snow removal  
Demolition/Removal of below grade foundation elements (i.e. basement slabs/walls, frost walls, pile caps, piles, caissons, etc.) if applicable  
Survey/layout, Pre/Post surveys/video/photos.  
Independent testing or monitoring (i.e. noise, dust, soils, vibration, compaction) or any inspection by independent consultants

Bonding - Can be furnished upon request

**Net 30 days and retainage shall be held for only sixty (60) days.**

Thank You for the opportunity to let Select Demo Services provide quality work for you.

Sincerely,

**Peter Beal**

Vice President of Estimating - Heavy Civil Division  
Cell: 603-489-7219

[pbeal@selectdemoservices.com](mailto:pbeal@selectdemoservices.com)

[www.SelectDemo.com](http://www.SelectDemo.com)  
[www.SelectPaint.com](http://www.SelectPaint.com)  
[www.SelectSpraySystems.com](http://www.SelectSpraySystems.com)  
[www.KTownDisposal.com](http://www.KTownDisposal.com)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.



Approved as to Form  
Agency Counsel

**MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY**

By: 

Name: Robert M. Ruzzo

Title: Deputy Director/COO



Approved as to Form  
City of Lawrence City Attorney

**CITY OF LAWRENCE**

By: 

Name:

Title: Mayor & CEO

*[Signature page of CITY OF LAWRENCE, [Commonwealth Site Readiness Program, Technical Assistance to Public Entity] Recoverable Grant Agreement]*



## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> City of Lawrence (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Housing & Economic Dev. MMARS Department Code: EED	
<b>Legal Address:</b> (W-9, W-4): 200 Common St 3rd Flr Rm 309, Lawrence MA 01840		<b>Business Mailing Address:</b> 1 Ashburton Place, Room 2101, Boston, MA 02108	
<b>Contract Manager:</b> Pedro Soto	<b>Phone:</b> 978-620-3526	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> psoto@CITYOFLAWRENCE.COM	<b>Fax:</b> 978-620-3500	<b>Contract Manager:</b> Jong Wai Tommee	<b>Phone:</b> 617-788-3611
<b>Contractor Vendor Code:</b> VC6000192104		<b>E-Mail:</b> jong.wai.tommee@mass.gov	<b>Fax:</b> 617-788-3605
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD_001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> 20MWPLAWRENCERIVERW	
		<b>RFR/Procurement or Other ID Number:</b> MWIP2019	
<b><u>X</u> NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input checked="" type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b><u>    </u> CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>    </u> , 20 <u>    </u> Enter Amendment Amount \$ <u>    </u> , (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u>    </u> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>4,000,000</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>    </u> % PPD; Payment issued within 15 days <u>    </u> % PPD; Payment issued within 20 days <u>    </u> % PPD; Payment issued within 30 days <u>    </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u>    </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u>    </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Funding award through the MassWorks Infrastructure Program (pursuant to Plan Item D001 in the Mass. Capital Investment Plan 2020-2024) to support a public infrastructure project, in accordance with the scope and additional terms and conditions described in Attachment A, and as described in the attached RFR response.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u>    </u> , 20 <u>    </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u>    </u> , 20 <u>    </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30/2022</u> . With no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>07/17/2020</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Daniel Rivera</u> Print Title: <u>Mayor</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>8/3/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Mike Kennedy or Designee ANNIE THOMPSON</u> Print Title: <u>Secretary of Housing and Economic Development BUDGET DIRECTOR</u>	

**EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT**  
**MassWorks Infrastructure Program**

**ATTACHMENT A**  
**Additional Terms and Conditions**

**ARTICLE I – Grant Agreement**

A Grant Agreement (Agreement) is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (EOHED), and the City of Lawrence (Public Entity), jointly referred to as “The Parties”, based on the application submitted by Public Entity (incorporated herein as Attachment B). The following documents, collectively, are referred to as the “Contract”:

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Contractor Authorized Signatory Forms
3. Attachment A, Additional Terms and Conditions (*this document*)
4. Attachment B, RFR Response / Grant Application

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of a Massworks Infrastructure Project, based on application submitted on: June 10, 2020. The entire Contract package sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

**ARTICLE II – Definitions** (*The following terms shall have the respective meanings ascribed to them.*)

**“Contract”** shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

**“Director”** shall mean the assigned manager/supervisor of the Massworks Infrastructure Program.

**“Grant Application”** shall mean the application submitted in response to the RFR by the Public Entity to the Massworks Infrastructure Program, including a Site Plan, and appended as Attachment B to the Contract.

**“Grant Funds”** shall mean the funds disbursed by EOHED to the Public Entity pursuant to the Contract.

**“Massworks Infrastructure Program”** shall mean the economic development grant program authorized by Section 63 of Chapter 23A of the Massachusetts General Laws, and further described in the Massworks Infrastructure Program Guidelines promulgated annually by the Secretary, as such Guidelines may be modified or updated from time to time.

**“Monetary Penalties”** shall mean the full recoupment by EOHED of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.



**“Project”** shall have the meaning set forth by all of the components outlined in Article III.

**“Project Site”**, also referred to herein as the **“Site”**, shall mean the land and appurtenant easements, if any, identified in Section III.A hereof, described in the Grant Application, and shown on the Site Plan.

**“Scheduled Drawdown Dates”** shall mean the quarterly milestone dates identified in Article III, Section E by which EOHD expects to disburse Grant Funds to reimburse the Public Entity for Project costs previously incurred.

**“Secretary”** shall mean the Massachusetts Secretariat of Housing and Economic Development.

**“Maximum Obligation”** shall mean the maximum amount of Grant Funds that the Public Entity is allowed to request/receive for performance under this contract.

### **ARTICLE III – Project Scope and Budget**

Project Name: Riverwalk Public Infrastructure Improvements

Maximum Obligation of this Contract: **\$4,000,000**

#### **A. Description of the Project Site**

The Site consists of a three specific tracts of land; a tract of land located between South Union Street, I-495, the Merrimack River and Merrimack Street; 7-19 South Canal Street adjacent to the railroad bridge from South Canal Street to the Merrimack River; and 39 South Canal Street adjacent to Amesbury Street from South Canal Street to the Merrimack River as illustrated on the attached Site Plans.

#### **B. Project Description**

The proposed public infrastructure project will create new public pedestrian and vehicular connections to the Merrimack River to support economic development. The project proposes necessary amenities and infrastructure to support further economic development and creation of new housing units in close proximity to public transportation; MVRTA bus service and the Lawrence Commuter Rail Station.

#### **C. Project/Construction Timeline**

<b>MILESTONE</b>	<b>DATES</b>
Design, Survey, and Engineering Complete	8/2020
Bids Advertised	8/2020
Bids Opened	9/2020
Contract Awarded	9/2020
Construction Started	10/2020
Construction 25% Complete	1/2021
Construction 50% Complete	5/2021
Construction 75% Complete	8/2021

Construction 100% Complete	11/2021
Punch List	12/2021

D. Project Budget:

<b>SPENDING CATEGORY</b>	<b>GRANT FUNDS</b>
<b>Design</b> (include surveying, engineering, permitting, bidding)	\$400,000
<b>Construction</b> (incorporate any and all earthwork into corresponding subcategories)	
Land Takings	\$0
Demolition/Remediation	\$100,000
Mobilization/Demobilization	\$125,000
Water/Sewer/Drainage (include pump stations)	\$350,000
Utility Relocation	\$0
Roadways (include paving, markings, signage, etc.)	\$1,300,000
Sidewalks/Curbing/Streetscapes (guardrails, fencing, plantings, etc.)	\$900,000
Electrical/Lighting (include street lights and traffic signals)	\$500,000
Bridges/Culverts	\$0
Security/Traffic Details	\$125,000
Other: Retaining Wall Work/Railings	\$100,000
<b>Construction Administration</b>	\$100,000
<b>GRAND TOTAL</b>	<b>\$4,000,000</b>

E. Funds Drawdown Schedule

<b>Period (QE = "Quarter Ending")</b>	<b>Amount</b>
QE 3/31/20	\$0.00
QE 6/30/20	\$0.00
<b>FY20 Total</b>	<b>\$0.00</b>
QE 9/30/20	\$420,000
QE 12/31/20	\$700,000
QE 3/31/21	\$200,000
QE 6/30/21	\$900,000
<b>FY21 Total</b>	<b>\$2,220,000</b>
QE 9/30/21	\$1,200,000
QE 12/31/21	\$580,000
QE 3/31/22	\$0.00
QE 6/30/22	\$0.00
<b>FY22 Total</b>	<b>\$1,780,000</b>
<b>Grand Total</b>	<b>\$4,000,000</b>
<b>Retainage (5%)</b>	<b>\$200,000</b>

October 20, 2020

Mayor Daniel Rivera  
City of Lawrence  
200 Common St.  
Lawrence, MA 01840

Subject: Commitment Leveraged Resources, FY 21 Brownfield Cleanup Grant  
Lawrence, MA Merrimac Paper Site Lot

Dear Mayor Rivera,

The Merrimack Valley Planning Commission (MVPC) is pleased to support the City of Lawrence's application to the US EPA's FY 2021 Brownfields Cleanup Grant and commits up to \$100,000 from the Revolving Loan Fund (RLF) to support the Merrimac Paper Site cleanup and reuse. We have also submitted an FY2021 Brownfields Assessment Grant to support additional soil assessment after the buildings are removed if needed and plan to apply for supplemental RLF funding in the spring.

MVPC began as the Central Merrimack Valley Regional Planning District in 1959. Over the past ten years, we have a distinguished record of accomplishment administering the Brownfields Cleanup Revolving Loan Fund for municipalities, nonprofit organizations, and private businesses across the Merrimack Valley region.

The cleanup and redevelopment of the former Merrimac Paper Site are essential steps in the revitalization of the Merrimack and South Canal Street district. We are pleased to have engaged with the City in completing the Merrimack Street West Land Use Planning Study, as well as, working with the City to develop the Merrimack Street/S. Broadway intersection project and the rail trail project that extends from the Methuen town line to Merrimack Street for the Transportation Improvement Program. The revitalization of this Site has tremendous potential in terms of economic, environmental, and public health improvements in the City's area burdened by abandoned mill buildings, contaminated land, and years of disinvestment.

We are excited by the Merrimac Paper Site's redevelopment and the synergistic activities surrounding the Site, such as the Riverwalk and Rail trail and street and infrastructure improvements. MVPC is fully committed to contributing to the success of this project. Please contact me for any assistance via phone: (978) 374-0519 or email: [tpark@mvpc.org](mailto:tpark@mvpc.org).

Sincerely,

  
Theresa Park  
Executive Director

**Threshold Criteria**

- Draft Analysis of Brownfields Cleanup Alternatives (ABCA)
- Community Notification Documents
  - Newspaper meeting notification
  - Meeting flyer (English and Spanish)
  - Attendee List and Meeting Minutes

***Merrimac Paper Lots 1& 2  
7&9 South Canal St., Lawrence, MA***

## Lawrence, MA | FY 2021 Cleanup Application | Threshold Criteria

### 1. Applicant Eligibility

The City of Lawrence is a General-Purpose Unit of Local Government and is therefore an eligible applicant for this grant. It was chartered as a City in 1853 and the present municipal charter was adopted on October 17, 1983.

### 2. Previously Awarded Cleanup Grants

The Former Merrimac Paper Mill site has not received funding from a previously awarded EPA Brownfields Cleanup Grant.

### 3. Site Ownership

The City of Lawrence acquired the property from Merrimack Street Redevelopment Authority LLC in 2017 and 2018 through tax lien foreclosures. The City of Lawrence has sole ownership as indicated by the fee simple title through recorded deed.

### 4. Basic Site Information

- (a) Name: Merrimac Paper Mill site Lots #1 and #2
- (b) Address: 7 & 9 South Canal Street, Lawrence, MA 01841
- (c) Current Owner: City of Lawrence

### 5. Status and History of Contamination at the Site

(a) The site is contaminated primarily by hazardous substances with one small area of comingled petroleum.

(b) The site is currently vacant. The Former Merrimac Paper Company operated a paper processing and finishing plant from 1866 until 2005 when that firm ceased operations. It employed as many as 275 people and produced as much as 125 tons of paper a week for 134 years, until its bankruptcy in 2005. Since closure, the property deteriorated rapidly and became a symbol of the city's broader decline, climaxing with a spectacular blaze that began on Jan. 13, 2014 and, in little more than an hour, destroyed what was left of the landmark redbrick building that had been the face of the mill since the 1880s.

(c) Several Environmental investigations occurred at the Site since 1994 including eight (8) separate Release Tracking Numbers (RTNs) filed with the Massachusetts Department of Environmental Protection (MassDEP). In 2020, the MassDEP commissioned a Phase II Subsurface Investigation and a Hazardous Building Materials Survey to provide current site environmental conditions and inform the cleanup of the Site. These investigations identified the presence of polycyclic aromatic hydrocarbons (PAHs), and lead in shallow and medium fill soils (<5' below grade) associated with urban fills in excess of residential and adult expose standards; the presence of a small area of petroleum in soils in an Activity and Use Limitation (AUL) area associated with releases from former No. 6 fuel oil underground storage tanks (USTs) in excess of residential exposure standards; and the presence of both asbestos-containing materials (ACM), and lead-containing paint (LCP) has been confirmed in the Site buildings. These materials will be addressed as part of the cleanup and redevelopment of the Site.

(d) Eight separate releases have been documented at the Site related to transformers, underground storage tanks, and previous fires within the building. PAH and metals contamination come from urban fills caused by over 100 years of industrial use. The asbestos and lead paint are located within several of the buildings in building materials.

**6. Brownfields Site Definition**

We affirm that the Merrimac Paper Mill site is:

- a) not listed or proposed for listing on the National Priorities List;
- b) not subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA; and
- c) not subject to the jurisdiction, custody, or control of the U.S. government.

**7. Environmental Assessment Required for Cleanup Grant Applications**

**Equivalent Phase II Site Assessment Reports:**

Several previous environmental investigations were completed at the Site and most notable include:

1. DRAFT Phase II Subsurface Investigation Report, dated September 2020, was completed by Aptim Environmental & Infrastructure, LLC for the Massachusetts Department of Environmental Protection on the Former Merrimac Paper Company property located at 7, 9, 19 South Canal Street, in Lawrence, Massachusetts.
2. Asbestos, Lead-based Paint, and TCLP Surveys, dated September 2020, was completed by Aptim Environmental & Infrastructure, LLC for the Massachusetts Department of Environmental Protection on the Former Merrimac Paper Company property located at 7, 9, 19 South Canal Street, in Lawrence, Massachusetts
3. Oil and Hazardous Material (OHM) Inspection, Asbestos Inspection and Structural Condition Assessment, Former Merrimack Paper Company, Lawrence, Massachusetts, completed by Shaw Environmental, Inc. for the Massachusetts Department of Environmental Protection, dated 12-20-2012.

**8. Enforcement or Other Actions**

The City of Lawrence is not aware of any outstanding environmental enforcement actions related to the Merrimac Paper Mill site. The City is not aware, or received, or been furnished copies, of any inquiries or orders from any state or federal agencies related to the contamination of, or hazardous substances at, the subject property.

**9. Sites Requiring a Property-Specific Determination**

The Merrimac Paper site is not subject to a property specific determination as it is not:

- properties subject to planned or ongoing removal actions under CERCLA;
- properties with facilities that have been issued or entered into a unilateral administrative order, a court order, an administrative order on consent, or judicial consent decree or to which a permit has been issued by the United States or an authorized state under the Resource Conservation and Recovery Act (RCRA), the Federal Water Pollution Control Act (FWPCA), the Toxic Substances Control Act (TSCA), or the Safe Drinking Water Act (SDWA);

- properties with facilities subject to RCRA corrective action (§ 3004(u) or § 3008(h)) to which a corrective action permit or order has been issued or modified to require the implementation of corrective measures;
- properties that are land disposal units that have submitted a RCRA closure notification or that are subject to closure requirements specified in a closure plan or permit;
- properties where there has been a release of polychlorinated biphenyls (PCBs) and all, or part, of the property is subject to TSCA remediation; and
- properties that include facilities receiving monies for cleanup from the Leaking Underground Storage Tank (LUST) Trust Fund (see the Information on Sites Eligible for Brownfields Funding under CERCLA § 104(k) for a definition of LUST Trust Fund sites).

**10. Threshold Criteria Related to CERCLA/Petroleum Liability**

**(a) Property Ownership Eligibility - Hazardous Substance Sites**

**i. EXEMPTIONS TO CERCLA LIABILITY**

**(3) Property Acquired Under Certain Circumstances by Units of State and Local Government**

The City of Lawrence is exempt from liability because the property was involuntarily acquired for tax delinquency.

(a) The City of Lawrence is eligible for one of the CERCLA liability defenses under the local government exclusion for involuntarily acquiring the property for owed taxes. The City acquired the property involuntarily from Merrimack Street Redevelopment Authority LLC through tax foreclosure and has been vacant since the City acquired it.

(b) The property was acquired on 05/04/2018 (Lot 1) and 06/15/2017 (Lot 2).

(c) All disposal of hazardous substances occurred prior to the City's acquisition of the Site.

(d) The City did not cause or contribute to any release of hazardous substances at the Site.

(e) The City has never arranged for the disposal of hazardous substances at the Site or transported hazardous substances to the Site.

**11. Cleanup Authority and Oversight Structure**

a. Cleanup Oversight: The Massachusetts Brownfields Program is a privatized waste site assessment and cleanup program in which direct oversight of site assessments and cleanups are done by Licensed Site Professionals (LSPs) rather than the Massachusetts Department of Environmental Protection (MassDEP). LSPs are licensed by the State to develop and execute a scope of work that will satisfy the State requirements to address contaminated property (MA General Law c.21E and the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000). The Merrimack Paper Mill site cleanup will be conducted by a contracted LSP using the City of Lawrence's competitive procurement process.

The MassDEP will oversee the cleanup process via the MCP, which provides flexible cleanup standards based on a number of factors including location, type and amount of contaminants, how widespread and deep the contamination is, and the intended future use of the



property.

- b. **Adjacent Property Access:** It is not anticipated that we will need to obtain or secure site access from abutters to complete the cleanup. However, a template access agreement exists from previous brownfield grants.

12. **Community Notification**

- a. **Draft Analysis of Brownfields Cleanup Alternatives** is included in the attachments. The ABCA was made available at the City's Planning Office and at the public meeting. Information about the site contamination issues, cleanup standards, and proposed cleanup plan was shared.
- b. **Community Notification Ad** is included in the attachment. The ad was placed in the Eagle Tribune newspaper on October 12, 2020. The ad gave notice of a virtual public meeting to be held via ZOOM on October 15, 2020 and that the draft application and ABCA would be available for public review and comment at the planning office or on the city's website. A meeting flyer was produced and English and Spanish and distributed to the nearby residences, churches, school, and businesses.
- c. **Public Meeting:** Given COVID and the City's restriction on in-person public gatherings, the meeting was held via ZOOM. A video recording of the meeting can be accessed at this link: <https://www.groundworklawrence.org/merrimacpaper>. Twenty-five people from the public attended representing community organizations, residents, and developers. Comments and responses from the meeting centered around the cleanup timeline and any reuse limitations, current conditions of existing infrastructure on site (buildings and hydro turbines) and redevelopment options. There was a lot of enthusiasm of revitalizing the site and its connection to the Riverwalk and Rail Trail. The City's deadline for receiving comments was October 22, 2020 but no further comments were submitted.
- d. **Submission of Community Notification Documents** The required documentation, including a copy of the meeting advertisement, flyer, attendance list, and the meeting minutes documenting public questions and responses are included in the Threshold Criteria Attachments. A copy of the draft Analysis of Brownfields Cleanup Alternatives is also included in the attachments.

13. **Statutory Cost Share**

- a. **Required Cost Share** The City of Lawrence will use City General Funds to meet the 20% cost share.
- b. **Hardship Waiver** The City of Lawrence is not eligible for a hardship waiver because its population is over 50,000.



**CREDERE ASSOCIATES, LLC**

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## **Draft Analysis of Brownfields Cleanup Alternatives**

**Merrimac Paper Lots 1 & 2  
7 & 9 South Canal St, Lawrence, MA**

*Prepared for and Funded by:*  
**Merrimack Valley Planning Commission  
160 Main Street  
Haverhill, Massachusetts 01830  
EPA Brownfields Assessment Grant #: BF-00A00161**

*On Behalf of:*  
**City of Lawrence  
225 Essex Street  
Lawrence, Massachusetts 01840**

**October 22, 2020**

*In Reference to:*  
**Credere Project No. 17001426**

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## 1. INTRODUCTION

Credere Associates, LLC (Credere) was retained by the Merrimack Valley Planning Commission (MVPC) on behalf of the City of Lawrence (City; owner) to prepare this Analysis of Brownfields Cleanup Alternatives (ABCA) for Lots 1 and 2 of the Merrimac Paper property located at 7 & 9 South Canal Street in Lawrence, Massachusetts (the Site). MVPC is using funding from a United States (U.S.) Environmental Protection Agency (EPA) Brownfield Assessment Grant (BF-00A00161) to conduct remedial planning to facilitate cleanup and redevelopment of the Site.

### 1.1 PURPOSE AND SCOPE

The purpose of this report is to evaluate appropriate cleanup alternatives to mitigate environmental conditions at the Site identified through previous environmental investigations to achieve a permanent solution under the Massachusetts Contingency Plan (MCP) by demonstrating that a condition of No Significant Risk of damage to human health, safety, public welfare, or the environment during any foreseeable period of time has been achieved.

The previous environmental releases and investigations are described in detail in **Section 2**. Consistent with the findings of these investigations, environmental conditions to be addressed at the Site include the following:

- The presence of polycyclic aromatic hydrocarbons (PAHs) and lead in accessible and potentially accessible soil (<15 feet below grade) associated with urban fill in excess of residential and adult exposure standards.
- The presence of petroleum in soil in an Activity and Use Limitation (AUL) area associated with releases from former No. 6 fuel oil underground storage tanks (USTs) in excess of residential exposure standards.
- The presence of asbestos-containing materials (ACM) and lead-containing paint (LCP) has been confirmed in remaining Site buildings that are slated for demolition.

### 1.2 SITE DESCRIPTION

The larger Merrimac Paper property consists of three lots (Lots 1 through 3) totaling 4.75 acres as well as 18 current total buildings. The former paper processing and finishing plant at these parcels included at least 27 interconnected buildings or structures encompassing 1,300,000 square feet. This ABCA addresses only Lots 1 and 2 (7 & 9 South Canal Street) totaling 3.6 acres. Currently Lot 1 is vacant (the former buildings on this lot were demolished in 2015) and 11 buildings remain on Lot 2. These remaining Site buildings are in severe disrepair and structurally unsound.

The Merrimack River borders the Site to the north; South Canal Street and the South Canal border the Site to the South; a restaurant and Broadway Street border the Site to the west; and an auto parts store, furniture store and Parker Street border the Site to the east. The Site is surrounded by industrial and commercial properties and a residential neighborhood is located about 1,000 feet from the Site. Public water and sewer are available to the Site.



**Figure 1** locates the Site on the Lawrence, Massachusetts, quadrangle prepared by the USGS. The current property condition is shown on **Figure 2**, and the building layout during operation is included as **Figure 3**. **Figure 3** also indicates the buildings or portions of buildings that were previously demolished on the 7 and 9 South Canal Street parcels. These figures were provided in a DRAFT Phase II Investigation completed by Aptim Environmental & Infrastructure, LLC. (APTIM) in September 2020.

### 1.3 SITE HISTORY

The Former Merrimac Paper Company operated a paper processing and finishing plant from 1866 until its bankruptcy in 2005 when it ceased to operate. Over its 134 years of operation it employed as many as 275 people and produced as much as 125 tons of paper a week. After site operations ceased in 2005 at Public Auction, 7 and 9 South Canal Street were acquired by Julian Edwards Realty LLC, and 19 South Canal Street was acquired by North Ave Realty Trust. In September 2010, the properties were transferred to Merrimack Street Redevelopment Authority LLC, each for a price of \$1.00. Subsequently, the City of Lawrence took ownership of each parcel from 2017-2019 through tax lien foreclosures. Currently, the existing brick mill buildings are vacant and in a severe state of disrepair including fire damage from several previous fires.

### 1.4 PROPOSED REUSE

The remaining Site buildings are to be demolished, and the Site is planned to be redeveloped with residential and commercial mixed-use buildings as well as parking and a riverfront trail to support the adjoining Riverwalk along the Merrimack River.



## 2. SUMMARY OF PREVIOUS INVESTIGATIONS

The following are summaries of prior environmental investigations and related reports completed for the Site.

### **Previous Release Tracking Number (RTN) & Environmental Work Summary**

While in operation, Merrimac Paper Company reported several oil and/or hazardous material (OHM) release conditions to Massachusetts Department of Environmental Protection (MassDEP) at the 9 South Canal Street parcel. Of these RTNs, three remain open and are currently in noncompliance with MCP requirements. These RTNs are associated with former releases of transformer oils (RTN 3-0028908, RTN 3-0028913, RTN 3-0028914) resulting in PCB-contaminated soils.

A summary of the reported release conditions by RTN at the 9 South Canal Street parcel and its MCP status is provided below and the location of these release areas are shown on **Figure 4** extracted from the Draft Phase II Investigation.

**RTN 3-0004784:** On October 1, 1993, MassDEP was notified of a release of No. 6 fuel oil from 2 underground storage tanks (USTs), which migrated onto the abutting parcel at 7 South Canal Street. After completion of remedial response actions, approximately 80 cubic yards of petroleum-impacted soil remained at a depth greater than 15 feet from the ground surface. A Permanent Solution Statement [former Class A-3 Response Action Outcome (RAO)] with an Activity Use Limitation (AUL) was submitted on August 1, 1997. MassDEP issued a Notice of Audit Findings (NOAF) to the Merrimack Paper Company on July 18, 2001, indicating some errors in the AUL that required correction. The amended AUL was received by MassDEP on March 15, 2002. The AUL restricted access to petroleum contaminated soils remaining at depth (12 to 15 feet below grade) between former Building No. 1 and a small portion beneath Building No. 16. It also restricts uses to commercial and industrial and prohibits use of the Site as a residence, school, nursery, playground, recreational area, etc. where a child is likely to be present.

**RTN 3-0011143:** On June 14, 1994, MassDEP was notified of an oil sheen observed in the Merrimack River in the area adjacent to the #2 tailrace of the Merrimac Paper Company. This RTN was linked to RTN 3-0004784 and associated response actions were addressed under the RAO filed for RTN 3-0004784 on August 1, 1997.

**RTN 3-0011136:** On June 13, 1994, MassDEP was notified of a sudden release of 40 gallons hydraulic oil from a ruptured hose line at 9 South Canal Street that impacted the sanitary sewer. A Permanent Solution Statement (Class A-1 RAO) was submitted on August 18, 1994.

**RTN 3-0011291:** On July 12, 1994, MassDEP was notified of a 12,000-gallon #6 oil UST failed tank-tightness test, which failed to comply with the tank registration requirements. This tank was removed, along with surrounding contaminated soil. A Permanent Solution Statement (Class A-1 RAO) was submitted on April 27, 1995.





**RTN 3-0029242:** On October 5, 2010, MassDEP was notified of lubricating oil released from tailrace #3 of the building that resulted in an oil sheen on the Merrimack River. The source of this oil spill was hydroelectric turbine generator #3, located in the eastern lower level of Building No. 10. A Permanent Solution Statement (Class A 1 RAO) was submitted in October 2011.

**RTN 3-0028908:** On October 5, 2010, MassDEP was notified of a release of approximately 380 gallons of transformer oil as well as a threat of release of asbestos. Initial response actions were conducted under an Immediate Response Action (IRA) Plan, but IRA activities were never finished. Some assessment was completed to confirm that PCBs did not represent an Imminent Hazard Condition. Comprehensive response actions are needed to determine the nature and extent of the petroleum and PCB contamination and to determine if assess remediation is necessary. This RTN is currently out of compliance with MCP response action deadlines.

**RTN 3-0028913:** On October 5, 2010, MassDEP was notified of a release of approximately 233 gallons of transformer oil. Initial response actions were conducted under an IRA Plan, but IRA activities were never finished. Comprehensive Response Actions are needed to determine the nature and extent of petroleum and PCB contamination and to determine if additional remediation is necessary. This RTN is currently listed as a Tier II site and is out of compliance with MCP response action deadlines.

**RTN 3-0028914:** On October 5, 2010, MassDEP was notified of a release of approximately 291 gallons of transformer oil within the courtyard area. Initial response actions were conducted under an IRA Plan, but IRA activities were never finished. This RTN has been linked to RTN 3-0028913.

Since 2005, the properties were subject to a number of fires, apparent episodes of vandalism, either unauthorized or poorly controlled metal salvage operations, and trespassing. In August 2012, Shaw Environmental, Inc. (now APTIM) was contracted by MassDEP to perform an OHM inspection, asbestos inspection, and a building structural condition assessment at the Site. The OHM inspection results are documented in the APTIM December 20, 2012, letter report to MassDEP.

The United States Environmental Protection Agency (USEPA) conducted a Removal Site Evaluation at the request of the City of Lawrence in 2014. The Removal Site Evaluation led to the determination that a Removal Action (RA) was appropriate at the Merrimac Paper Mill site. A summary of the response actions taken by USEPA, Region I, Emergency Planning and Response Branch, is documented in a report entitled, *Removal Program after Action Report for the Merrimac Paper Mill Site, Lawrence, Essex County, Massachusetts, 8 October 2014 through 28 September 2015*, which can be found online under RTN 3-0028908. As part of this Removal Action, ACM was abated in several buildings including Buildings 1, 4, 5, 6, 7, 15 and 18. Demolition also occurred at unstable buildings as well as to gain access to ACM.





**Final Structural Condition Assessment of Former Merrimac Paper Company Buildings in Lawrence, MA, APTIM, February 2020**

In February 2020, a structural integrity assessment of the existing buildings was completed by APTIM, which was needed before additional work at the Site could be planned. The structural integrity assessment defined certain areas within or near the building complex as high-risk areas where future work was deemed unsafe due to the poor structural integrity of many of the buildings. Therefore, these unsafe areas were excluded from subsurface investigation. Additional asbestos and other hazardous building materials may be located in these unsafe areas.

**Asbestos, Lead-based Paint, and TCLP Surveys Final Report, Former Merrimac Paper Company, APTIM, September 2020**

APTIM was retained by the MassDEP to conduct asbestos, lead-based paint chip, and Toxicity Characteristic Leaching Procedure (TCLP) lead composite building debris sampling and analyses at the larger former Merrimac Paper Company parcels located at 7, 9, and 19 South Canal Street in Lawrence, Massachusetts. Sampling for polychlorinated biphenyl (PCB) caulking was also planned but none was encountered; therefore, no sampling for PCB caulking was performed. The survey was performed in Buildings 2, 3, 4, 5, 7, 8, 9, 10, 10a, 12, and 13, and additional offsite buildings. Buildings that were previously demolished include: part of building 5, most of buildings 1 and 6, 11D, and buildings 15 through 22.

The following samples were determined to be ACM on Lot 2:

*Building 3*

- Roof tar on parapet wall
- Roof flashing around parapet wall
- Roof shingles around perimeter of skylight

*Building 4*

- Exterior window glaze

*Building 7*

- Roof debris below rubber membrane

*Building 10A*

- Boiler insulation on exterior boiler

*Building 12*

- Roofing debris in perimeter gutter

The following materials were previously identified as ACM by **American Environmental Consultants, Inc.** in a report dated September 14, 2012. Since that report did not include a figure showing the sample locations, a figure could not be included showing location of ACM samples that tested positive in 2012.



*Building 4/5*

- 2<sup>nd</sup> Floor Locker Room, Office and Hallway Walls

*Building 7*

- Debris in the NW area of floor

*Building 10*

- 1<sup>st</sup> Floor, Mixing Tank, Corrugated Paper Debris

*Building 12*

- 9" x 9" Tan Floor Tile, 2<sup>nd</sup> Floor Office Area
- 9" x 9" Brown Floor Tile, 2<sup>nd</sup> Floor Office Area
- Black Floor Tile Mastic, 2<sup>nd</sup> Floor Office Area
- Plaster Skim Coat, 2<sup>nd</sup> Floor Office Area

Ten (10) lead paint chip samples were collected at the Lot 2 buildings. All samples were determined to be LCP. Lastly, APTIM performed a TCLP composite building debris sampling survey including nine (9) composite building samples within Lot 2. All samples passed TCLP for lead, and building demolition waste is not considered a hazardous waste.

**DRAFT Phase II Subsurface Investigation Report, Former Merrimac Paper Company, APTIM, September 2020**

In May 2020, APTIM implemented field portions of a Phase II Subsurface Investigation at the Merrimac Paper Site (Lots 1, 2, & 3) under contract with the MassDEP. The subsurface investigation consisted of the excavation of test pits, the advancement of soil borings, and the installation of groundwater monitoring wells. Environmental samples (soil and groundwater) were collected and analyzed for 14 separate metals, extractable petroleum hydrocarbons (EPH) with target polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), semi-volatile organic compounds (SVOCs), volatile organic compounds (VOCs) and asbestos. Bulk samples of debris observed in soil or fill material were also collected and analyzed for asbestos.

Results indicated the following:

- Several of the soil borings and test pits contained fill material consistent with urban fills including ash, brick, and wood. Coal tar was observed in two of the locations at depth (20 to 25 feet below grade).
- MCP S-1 standards as well as S-2 standards were exceeded in several soil sample locations at the Site, primarily PAHs, with one metals (lead) and EPH exceedance.
- Asbestos was not detected in Site soils.
- No exceedances of the MCP GW-2 and GW-3 standards were detected in groundwater at the Site (Lots 1 and 2) although exceedances were detected on Lot 3 including 1,2 dichloropropane, 1,4-dichlorobenzene, chlorobenzene, and trichloroethylene (TCE).



### 3. CONCEPTUAL SITE MODEL

A CSM was developed using the findings of the previous investigations and will be updated as new data becomes available. This CSM includes a description of the physical setting of the Site, contaminants of concern (COCs), nature and extent of contamination, exposure pathways, and potential human receptors.

#### 3.1 SITE DESCRIPTION

A detailed Site description consisting of Site use, Site location as depicted on **Figure 1**, and Site utilities is included in **Section 1.2**.

#### 3.2 SITE HISTORY

A description of Site history as it relates to current environmental conditions at the Site is included in **Section 1.3**.

#### 3.3 PHYSICAL SETTING

##### Topography

According to the United States Geological Survey (USGS) Topographic Map of the Lawrence Massachusetts Quadrangle, topography at the Site and local area is generally flat and slopes north and north-northwest towards the Merrimack River. The location of the Site on a topographic map is included as **Figure 1**.

##### Surface Geology

Surface geology was observed to consist of fill material (brick, rubble, coarse gravel, ash, wood, etc.) to depths ranging from 4 to 9 feet. This was underlain by native material consisting of a mix of silt and sand to depths from 18 to 22 feet below grade. Clay was observed below the silt/sand in certain borings until borings were terminated at 22 to 25 feet below grade. It was not specified on boring logs if they were terminated due to refusal (bedrock).

##### Hydrology

The Site is located within the surficial drainage basin of Merrimack River, which is located 25 feet north of the Site. The Merrimack River flows northeast and discharges to the Atlantic Ocean approximately 20-miles northeast of the Site. Hydrology surrounding the Site is generally characterized by artificial drainage systems.

##### Changing Climate Concerns

Based on the National Oceanic and Atmospheric Administration (NOAA) interactive map of Sea Level Rise and Coastal Flooding Impacts (<https://coast.noaa.gov/digitalcoast/tools/slr>), sea level rise of up to 6 feet and associated increased coastal flooding is not expected to impact the Site.

According to FEMA Flood Zone Map 25009C0208F, the majority of the Site is located within 500 year flood zone, however the norther portion of the Site is located within a Zone AE which is in



the 100 year flood zone. Therefore, increased frequency of weather events is to be expected to impact exterior portions of the Site and may result in localized flooding and increased erosion of improperly stabilized surface soil.

Based on the nature of the proposed reuse of the Site and location of the Site, changing temperature, wildfires, changing dates of ground thaw/freezing, changing ecological zone, and saltwater intrusion table are not likely to affect the Site.

### **3.4 SOURCE AREAS AND CURRENT CONTAMINANTS OF CONCERN**

#### **Source Areas**

The following source areas were identified based on previous investigations at the Site:

- Urban fill soil
- Soil impacted by former petroleum storage tanks
- Site buildings components

#### **Contaminants of Concern**

Based on the potential source areas, associated current COCs at the Site include the following:

- PAHs
- Lead
- Petroleum
- ACM
- LCP

### **3.5 NATURE AND EXTENT**

**PAHs and Lead in Soil:** PAHs and lead have been detected in accessible and potentially accessible Site soils (<15 feet below grade) in exceedance of residential standards in several soil boring and test pit locations for PAHs and one location for lead. No apparent source area appears to exist and appears to be consistent with urban fill material at the Site. Given the nature of urban fills, the extent of PAHs in soil appear to be ubiquitous throughout the Site and is assumed to be contained in the top fill layer of the entire parcel.

**Petroleum in Soil:** Petroleum fractions (C11-C22 aromatics and C9-C18 aliphatics) and associated PAHs were detected in the area downgradient of the former UST release area within the AUL area. This area was previously remediated, but approximately 80 cubic yards of petroleum-impacted soil was left in place at depth due to Site constraints caused by adjacent buildings. The nature and extent remains a data gap and will require further characterization once the buildings are removed.



**ACM and LCP in Building Components:** The presence of ACM and LCP has been confirmed in all Site buildings during previous assessments. Total quantities of ACM delineated by building material type and Site building are provided in **Section 2**.

### 3.6 EXPOSURE PATHWAYS & POTENTIAL RECEPTORS

Exposure pathways describe how a human or environmental receptor comes into contact with contaminants that may be present at the Site. Potential migration pathways through groundwater, standing water, air, soils, sediments, and biota were considered for each COPC and each source. A migration pathway is considered an exposure pathway if there is a mechanism of contaminant release from primary or secondary sources, a transport medium, and a point of potential contact with a receptor. Both current and potential future releases and migration pathways to receptors are considered. Exposure pathways presented in the CSM include the following:

Dermal Absorption:	Exposure via dermal absorption occurs when receptors are exposed to chemical concentrations present in soil, groundwater, surface water, standing water, or hazardous building materials through direct contact with the skin.
Active Ingestion:	The active ingestion pathway represents exposure which may occur through the active ingestion of contaminant concentrations via a drinking water supply well or through direct consumption of soil (e.g., typically by children or improper hygiene/health and safety of soil workers).
Incidental Uptake:	This pathway is applicable when receptors may incidentally inhale or ingest impacted media in the form of contaminated dust, chips, or airborne asbestos fibers.

Potential Receptors are categorized by age, duration of exposure, and intensity of use at the Site. The receptor categories potentially impacted by the above exposure pathways include the following:

Child Present High Frequency:	Receptor is defined as a child residing, attending school or daycare, or if a large number of children are present regardless of any single child's frequency of use. High frequency is defined as a period of 8 hours or more per day on a continuing basis.
Child Present Low Frequency:	Receptor is defined as a child being present at a Site only as an infrequent visitor (less than two hours per day or a full day on a sporadic basis).
Adults ONLY Present High Frequency:	Receptor is defined as having only adults reside or work at a Site for a period of 8 hours or more per day on a continuing basis.
Adults ONLY Present Low Frequency:	Receptor is defined as having only adults at the Site as infrequent visitors (less than two hours per day or a full day on a sporadic basis).





### 3.7 CONCEPTUAL SITE MODEL SUMMARY

COCs at the Site include PAHs and lead associated with urban fills, residual petroleum from releases from former UST, and ACM and LCP from building components. Under current conditions, exposure to contamination at the Site is limited as the Site is currently vacant and access to the interiors of the Site buildings is restricted through fencing. Current exposure pathways include dermal absorption, active ingestion, or incidental uptake of impacted soil, ACM and lead impacted dust related to LCP.

All Site buildings are planned for demolition and redevelopment includes mixed residential, commercial and recreations uses. During redevelopment, exposure pathways to construction workers (adult low frequency/high intensity) include direct contact with contaminated soil, and incidental uptake of contaminated dust/soil. If after redevelopment, PAH, lead and petroleum impacted soil are not removed from the Site and an appropriate management system to prevent exposure to impacted soil is not installed, exposure pathways to future recreational/park users (adult/child low frequency), residents (adult/child high frequency), and employees (adult high frequency) include dermal absorption through direct contact with contaminated soil, incidental uptake of contaminated dust/soil, or active ingestion of contaminated materials typically by children employing poor hygiene or gardening.



## **4. CLEANUP GOALS AND APPLICABLE GUIDELINES**

The goal relative to the identified COCs is to eliminate or manage the risks to human health and the environment in accordance with the MCP through proper management, mitigation, and/or disposal of identified COCs. To achieve this objective, the following cleanup goals or guidelines will be applicable to the cleanup:

### **Soil**

The remediation goal for the PAH, lead, and petroleum impacted soil is to eliminate exposure to future residents, employees, and park users after redevelopment. Remediation will be considered complete when the exposure pathways are reduced/eliminated such that exposure to the COCs are below the Massachusetts 310 CMR 40.0975 Method 1 S-1 soil standards for a residential reuse scenario since there is potential for high frequency, high intensity child occupation of the Site. If soil concentrations cannot be reduced to below the S-1 standards, human health will be protected by a means of exposure prevention under an AUL per 310 CMR 40.1012 (i.e., an engineered barrier system, soil management plan).

Any offsite soil handling, transport and disposal will be conducted according to COMM-97-001 Reuse and Disposal of Contaminated Soil at Massachusetts Landfills, 310 CMR 19 Solid Waste Facility Regulations, and 310 CMR 30 Massachusetts Hazardous Waste Regulation, if applicable.

### **Groundwater**

No groundwater exceedances of GW-2 or GW-3 standards were detected on Site. Therefore, groundwater will not need to be addressed as part of the cleanup.

### **ACM**

Construction work involving exposure or potential exposure to any concentration of asbestos is regulated by OSHA 29 CFR 1910. The cleanup goal for ACM is any ACM to be impacted by renovation or demolition activities be properly removed prior to these activities to eliminate exposure to excavation/construction workers during the redevelopment and future residents, employees, and park users after redevelopment. Post renovation conditions at the Site should be safe for re-occupancy as defined in Massachusetts 453 CMR 6.00 The Removal, Containment or Encapsulation of Asbestos. Proper removal of ACM to be impacted by demolition activities in accordance with Massachusetts 453 CMR 6.00 is crucial to achieving this goal. Asbestos removal, handling, and oversight will be conducted by appropriately trained and certified personnel. Project monitoring and confirmatory air sampling shall be conducted by a third-party Massachusetts certified asbestos air monitor.

### **Lead Containing Paint**

Concentrations of lead in paint were identified in paints in/on the Site building; therefore, construction work involving exposure or potential exposure to lead is regulated by OSHA's Lead in Construction Standard 29 CFR 1926.62, 105 CMR 460.000 – Lead Poisoning Prevention and Control and 454 CMR 22.00 Deleading and Lead-Safe Renovation Regulations. Where LCP have





been identified, building materials waste generated under the selected alternative would be considered special waste and will be disposed offsite at an appropriately licensed landfill or recycling facility.



## **5. PRESUMPTIVE REMEDIAL MEASURES**

The following presumptive remedial measures will be applicable to the cleanup regardless of the cleanup alternative chosen:

### **Asbestos Abatement**

Redevelopment of the Site will include demolition of the 13 Site buildings. As required by Massachusetts 453 CMR 6.00, asbestos is required to be properly abated prior to demolition. Abatement will be completed in accordance with applicable State and Federal regulations by appropriately licensed contractors.

### **Removal and Disposal of Lead Containing Building Materials**

Based on the proposed redevelopment, all Site buildings will be removed regardless of the remediation alternative chosen to allow for subsequent redevelopment. The presence of LCP has been confirmed in the Site buildings during previous assessments and will require proper removal and disposal. Due to the extent of LCP, the most cost-effective removal method is full component removal. In addition, the waste generated would be considered special waste and will be disposed offsite at an appropriately licensed landfill or recycling facility in accordance with 310 CMR 19.000: SOLID WASTE MANAGEMENT and 310 CMR 30.000: HAZARDOUS WASTE.

The following total presumptive costs will be carried through the subsequent alternative analysis.

**Total Presumptive Cost: \$100,000**



## 6. DESCRIPTION OF REMEDIAL ALTERNATIVES

The remedial actions selected for the Site will minimize the potential for human exposure and/or mitigate the identified COPCs at the Site. The objective of remediation at the Site is to achieve a Permanent Solution under the MCP by demonstrating that a condition of No Significant Risk of damage to human health, safety, public welfare, or the environment during any foreseeable period of time has been achieved. Further testing activities are anticipated at the Site to refine cleanup volumes before implementation.

Multiple remedial alternatives are available to address these identified COCs at the Site. However, based on past experience at sites with similar contaminants and conditions, alternatives were pre-screened for general advantages and disadvantages and the following three (3) remedial alternatives were selected for further evaluation and comparison:

- Alternative 1 – No Action
- Alternative A2 – Excavation and offsite disposal of soil to support redevelopment with engineering controls over remaining urban fill soils
- Alternative A3 – Excavation and offsite disposal of all impacted soil

These remedial alternatives were evaluated for implementation at the Site and are further discussed in the following sub-sections.

### **Alternative A1 - No Action Alternative**

A “No Action” alternative signifies that no remediation activities would be implemented at the Site. The “No Action” alternative does not include a means for mitigating or eliminating potential exposure to impacted soil during redevelopment. Therefore, the potential for human exposure continues to exist for future patrons, residents, excavation/construction workers, and commercial workers. This alternative is presented and discussed throughout the subsequent portion of this report as a baseline for comparison.

### **Alternative A2 – Excavation and offsite disposal of soil to support redevelopment with Engineering Controls over remaining urban fill soils**

Under this alternative, impacted soil/fill located at the Site would be managed as necessary to support the redevelopment. This would include excavation and removal of petroleum impacted soil in the AUL area in order to have the AUL removed from the Site (specifically restriction on residential use), removal of impacted Site soil as needed to facilitate components of the redevelopment (install building foundations, utility trenches, etc.), and proper offsite disposal of contaminated soil/fill that cannot be reused onsite. Remaining PAH and metals impacted urban fills will be covered with an engineered barrier system. The engineered barrier systems would include the following designs:

- Installation of asphalt or concrete parking areas, sidewalks, foundations, patios, etc. with appropriate top course and sub-base materials



- Two (2) feet of clean fill materials with no marker layer OR 1 foot of clean fill materials over a marker layer in landscaped areas (lawn areas, planting beds, paver-stone patios)

Any excess soil that would not meet final grading would be properly characterized and disposed offsite at an appropriately licensed landfill.

Institutional controls will also be implemented at the Site through an AUL in accordance with 310 CMR 40.1070: Implementation of Activity and Use Limitations. The long-term management of the engineering controls will be accomplished through the preparation and use of a Soil Management Plan (SMP). The SMP will govern future activities with regards to soil and describe the inspection and maintenance requirements for institutional controls located at the Site.

#### **Alternative A3 – Excavation and off-Site disposal of all PAH and lead impacted soil**

Under this alternative, all impacted soil located on the Site would be completely removed and disposed offsite using standard techniques to meet applicable MCP requirements. All soil above S-1 residential standards would be disposed offsite at an appropriately licensed landfill. Post excavation confirmatory sampling will then be conducted to ensure remaining soil meets the applicable S-1 standards.



## 7. COMPARISON OF ALTERNATIVES

The comparison and evaluation of the remedial alternatives has been conducted using the five criteria listed below:

1. Risk reduction and effectiveness
2. Feasibility and ease of implementation
3. Cost effectiveness
4. Green remediation potential
5. Estimated time to reach “Permanent Solution”

A brief summary of these five criteria and a discussion as to how they pertain to the remedial alternatives is presented below.

### 7.1 DESCRIPTION OF EVALUATION CRITERIA

#### **Risk Reduction and Effectiveness**

Since the primary objective of any remedial action is to reduce or eliminate exposure of humans and the environment to COPCs, risk reduction and effectiveness is considered the primary threshold criterion. Alternatives must pass this criterion to be considered for implementation as the recommended alternative. It addresses whether or not a remedy provides adequate protection and describes how the risks posed by the Site are eliminated, reduced, or controlled. Protection of human health is assessed by evaluating how risk from each exposure route is eliminated, reduced, or controlled through each specific alternative. This criterion also addresses the ability of the alternative to achieve the cleanup goal and applicable guidelines. This criterion also evaluates the long-term reliability of the alternative with respect to upkeep and the resilience of the alternative with respect to reasonably foreseeable changing climate conditions.

#### **Feasibility and Ease of Implementation**

This criterion analyzes technical feasibility and the availability of services and materials. Availability of services and materials evaluates the need for off-site treatment, storage, or disposal services and the availability of such services. Necessary equipment, specialists, and additional resources are also evaluated.

#### **Cost Effectiveness**

Cost information presented for the alternatives evaluates the estimated capital, operational and maintenance costs of each alternative. Capital costs include direct capital costs such as materials and equipment. Costs are presented as a balancing criterion such that if a number of remedial alternatives are comparable for the previously discussed criteria, cost may be used as a distinguishing factor in the selection of the remedial action. Estimated costs were developed based on prior project and contractor experience, and current estimates received from contractors. Remediation is scheduled to take place in 2021-2022, and as such, costs presented are in current dollars.



### **Green Remediation Potential**

This criterion evaluates the extent of green remediation techniques that can be employed as part of the project and their associated benefits relative to other alternatives. This criterion will be evaluated based on its consistency with EPA's *Principle for Greener Cleanup* policy.

### **Estimated Time to Reach "No Further Action"**

This criterion is defined as the time it will take to achieve a permanent solution by removal of the threat of exposure to any of the applicable receptors without the need for continued management or monitoring of COCs at the Site. Estimated time includes any applicable closure reporting and confirmatory analyses, and monitoring required by the Commonwealth of Massachusetts.

## **7.2 EVALUATION OF ALTERNATIVES**

### **Alternative A1 – No Action Alternative**

The "No Action" alternative involves no remediation of contaminated soil or abatement of hazardous building materials and would not include a means for mitigating or eliminating potential exposure to contaminants both during and following redevelopment. Therefore, the potential for human exposure continues to exist for future residents, patrons, and commercial workers. As such, the "No Action" response is not wholly protective of human health and the environment. Additionally, without action, the toxicity, mobility, and volume of contaminants will not be reduced. Therefore, this alternative is ineffective as a permanent remedial solution and does not pass the Risk Reduction threshold criteria. As a result, this alternative cannot be considered as a final alternative for the Site and will not be considered or discussed further.

### **Alternative A2 – Excavation and offsite disposal of soil to support redevelopment with Engineering Controls over remaining urban fill soils**

#### *Risk Reduction and Effectiveness*

Excavation and offsite disposal of impacted soil to support redevelopment and the use of engineering controls for remaining urban fills is an effective way of eliminating the direct contact, dermal absorption, and incidental uptake exposure pathways; however, this alternative would require long term management of the engineered barrier systems. Excavation and offsite disposal of excess impacted soil is an effective method for eliminating the direct contact, dermal absorption, and incidental uptake exposure pathways, eliminating a potential continuing source of contamination, and protecting the adjoining Merrimack River.

Covering of remaining urban fill soil using an engineering barrier system and offsite disposal of excess impacted soil have been proven as an effective and reliable means of remediating exposure risk if properly maintained. The mobility and volume of contaminants will be reduced but not eliminated. This alternative is effective for the Site because the risk of exposure by potential receptors is significantly reduced.





**This alternative reduces risk and institutional controls make this alternative continually effective since the engineered barrier system is considered continually effective in a changing climate.**

### *Feasibility and Ease of Implementation*

This remedial alternative utilizes standard excavation and construction techniques for onsite covering with an engineered barrier system, and excess impacted soil containerization, offsite transport, and disposal. This alternative is technically practical and easily implementable at the Site; however, this alternative would require long term management of the engineered barrier systems.

**As the extent of contamination is not currently known and the extent could be extensive and impractical, this alternative is slightly more feasible and implementable than Alternative #3.**

### *Cost Effectiveness*

Based on prior project and contractor experience and current estimates received from contractors, the estimated cost of this alternative is broken down below:

SSQAPP/Engineering/Bidding	\$20,000
Additional Soil Characterization	\$15,000
QEP Oversight <sup>1</sup>	\$30,000
Site Work & Barrier System Grading <sup>2</sup>	\$175,000
Disposal of Excess Soil <sup>3</sup>	\$150,000
Site Backfill <sup>4</sup>	\$25,000
Confirmatory Soil Sampling	\$5,000
Completion Reporting & Deed Restriction	\$6,000
Long-Term Engineered Barrier Management*	\$24,000
Presumptive Measures (asbestos and LCP Removal & Disposal)	\$100,000
<b>Total</b>	<b>\$550,000</b>

<sup>1</sup>Based on a full-time cleanup oversight including project management

<sup>2</sup>Based on engineering estimate

<sup>3</sup>Assumes 1,000 tons of soil at \$150/ton

<sup>4</sup>Assumes 1,000 tons of backfill at \$25/ton delivered (rounded)

\*\$500 cost per year with 3% annual inflation over 30 years (rounded)

### *Green Remediation Potential*

This alternative stipulates onsite reuse and limited offsite disposal of soil resulting in limited fuel consumption and greenhouse gas emissions, and limited volumes of soil to be disposed in a landfill; therefore, these quantities are less than Alternative #3. Backfill materials require trucking to the Site but can be sourced locally to reduce shipping distances.

Local contractors with green businesses practices (i.e., biofuel converted utility trucks, renewable/sustainable heating and electricity at their office/yard, etc.) can be given preference during the bidding process. To the extent feasible, the most local disposal facilities can be selected





to limit the emissions from trucking wastes to offsite disposal locations. Therefore, green remediation practices can be implemented with this alternative.

**This alternative has greater potential for green remediation practices than Alternative #3.**

*Estimated Time to Reach a Permanent Solution*

A permanent solution can be achieved once the engineered barrier is installed, excess soil is properly disposed offsite and an AUL is filed for the property. The estimated time to reach a permanent solution is 9 months.

**Using this alternative, a permanent solution can be attained within 9 months from commencement of cleanup activities and leaves the Site in a position for redevelopment with a finished asphalt parking lot, foundation or other engineered barrier system.**

**Alternative A3 – Excavation and off-Site disposal of all impacted soil**

*Risk Reduction and Effectiveness*

Once the identified impacted soil is removed from the Site and confirmatory sample results are verified, the remedial action objective with respect to soil will have been attained and determination of success is easy to demonstrate. Soil removal has been proven an effective means of remediating exposure risk.

With no remaining impacted soil, erosion and impacts from a changing climate (strong storms, flooding, etc.) would not impede the effectiveness of this Alternative (demonstrated long term reliability and resiliency).

**This alternative eliminates risk and is continually effective in a changing climate since contamination has been removed.**

*Feasibility and Ease of Implementation*

This remedial alternative for soil utilizes standard excavation and transportation techniques for removal of impacted soil containerization, offsite transportation, and disposal. Soil excavation and removal are technically practical and easily implementable at the Site. Since all soil contamination is to be removed, no continued management or restrictions are necessary relative to the soil.

**Due to the unknown extent of contamination, this alternative slightly less feasible and implementable than Alternative #2.**

*Cost Effectiveness*

Based on prior project and contractor experience and current estimates received from contractors, the estimated cost of this alternative is broken down below:

SSQAPP/Engineering/Bidding	\$20,000
----------------------------	----------



Additional Soil Characterization	\$15,000
QEP Oversight <sup>1</sup>	\$25,000
Site Work, Excavation, Transport & Disposal of Soil <sup>2</sup>	\$1,500,000
Site Backfill <sup>3</sup>	\$250,000
Confirmatory Sampling	\$15,000
Completion Reporting	\$6,000
Presumptive Measures (asbestos and LCP Removal & Disposal)	\$100,000
<b>Total</b>	<b>\$1,916,000</b>

<sup>1</sup>Based on a full-time cleanup oversight including project management

<sup>2</sup>Assumes 10,000 tons at \$150/ton

<sup>3</sup>Assumes 10,000 tons of backfill at \$25/ton delivered

### *Green Remediation Potential*

This alternative requires offsite disposal of impacted soil resulting in greater fuel consumption and greenhouse gas emissions during transport, and greater volumes of material to be disposed in a landfill compared to Alternative #2. It is possible to reduce the transportation impacts by using local contractors, local disposal facilities, and a local source of clean fill. Additionally, subcontractors with green business practices (i.e., biofuel converted utility trucks, renewable/sustainable heating and electricity at their office/yard, etc.) can be given precedence in the bidding process.

**This alternative has lower potential for green remediation practices than Alternative #2.**

### *Estimated Time to Reach a Permanent Solution*

A permanent solution can be achieved once soil is properly disposed offsite and post excavation confirmatory soil samples are within MCP Method 1 S-1 standards. The estimated time to reach a permanent solution is 12 months.

**Using this alternative, a permanent solution can be attained within 12 months of implementation which is slower than Alternative #2.**

## **7.3 JUSTIFICATION FOR THE SELECTED REMEDIAL ALTERNATIVE**

The following table summarizes the comparison criteria and alternatives using a relative rank score. The top-ranking score is based on the total number of alternatives presented as part of this ABCA (i.e., 3 alternatives for each category), representing the best option for that comparison criteria:



Alternative	Reduced Risk & Effectiveness	Feasibility & Ease	Cost	Green Remediation Potential	Time	Total Score (max score 15)
A1 No Action	0	-	-	-	-	0
A2 Excavation and Offsite Disposal with Engineering Controls over Remaining Urban Fill Soils	2	3	3	3	3	14
A3 Excavation and Off-Site Disposal of All Impacted Soil	3	2	2	2	2	11

0 – indicates threshold criteria not met and alternative is not evaluated, would otherwise represent scores of 1

Based on the evaluation of the remedial alternatives presented above, the recommended alternative is **Alternative A2 – Excavation and Offsite Disposal with Engineering Controls over Remaining Urban Fill Soils**

Alternative A1 cannot be recommended because it does not address the risks posed by contaminants at the Site.

Alternative A2 eliminates the risk of exposure, remains effective in a changing climate, is feasible and easy to implement, and is more cost effective in the long term.

Alternative A3 is not recommended because while it is effective and easily implementable, it is not cost effective and takes longer to implement.

## 8. SUMMARY

Credere was retained by the MVPC on behalf of the City of Lawrence to prepare this ABCA for Lots 1 and 2 of the Merrimac Paper property located at 7 & 9 South Canal Street in Lawrence, Massachusetts (Site). MVPC is using funding from a United States (U.S.) Environmental Protection Agency (EPA) Brownfield Assessment Grant (BF-00A00161) to conduct remedial planning to facilitate cleanup and redevelopment of the Site. Based on the findings of this study, a summary of the ABCA process is presented below:

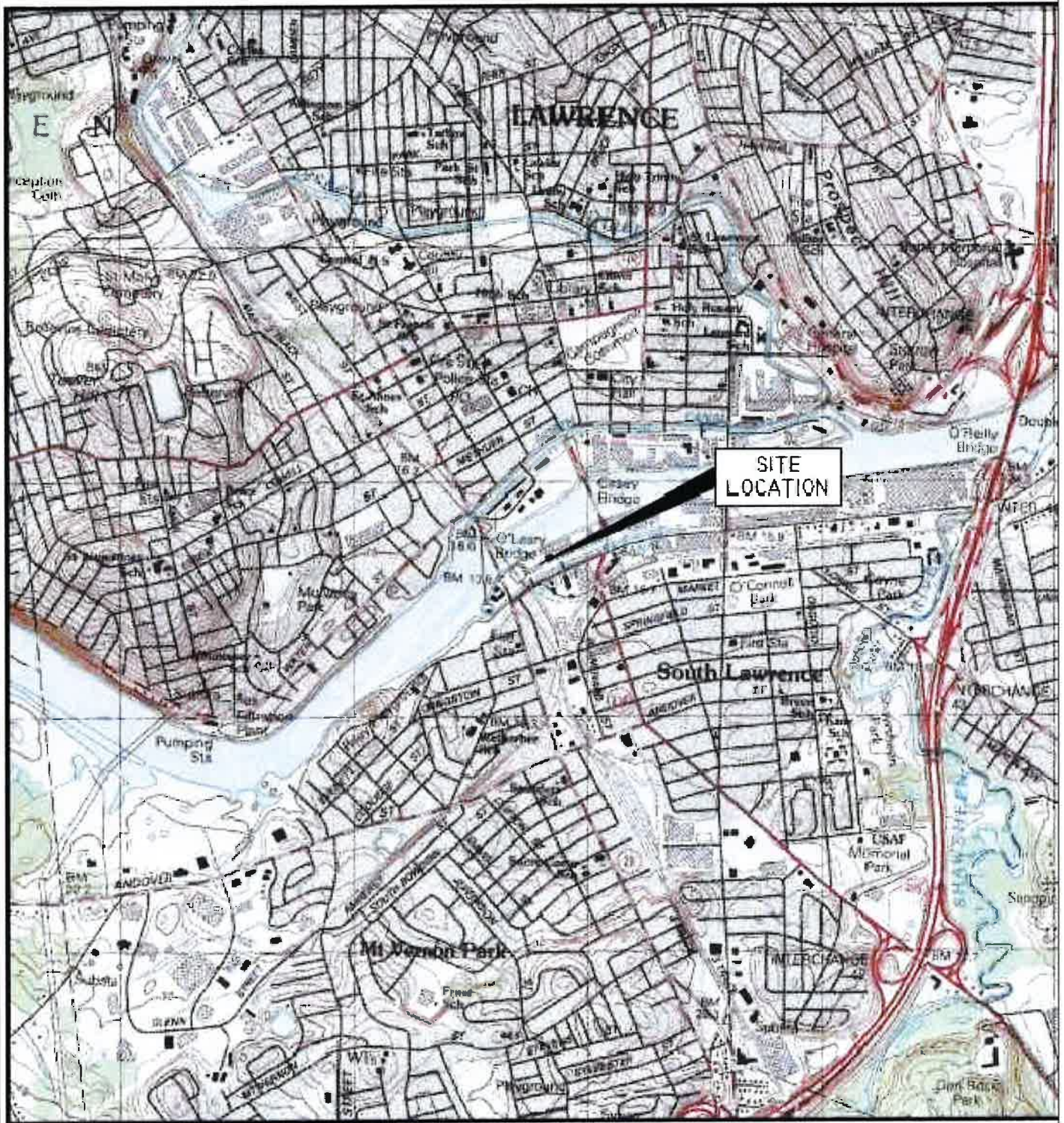
1. Remedial action is necessary to address impacted soil at the Site. In consideration of the CSM, applicable regulatory guidelines, and the nature of the specific contaminants detected, Credere evaluated three alternatives to identify the most appropriate cleanup. The three evaluated remedial alternatives were compared for risk reduction and effectiveness, feasibility and ease of implementation, cost effectiveness, green remediation potential, and estimated time to reach a permanent solution.
2. Based on the evaluation of the remedial alternatives presented herein, the recommended alternative for cleanup of the Site is Alternative A2 – Excavation and offsite disposal with engineering controls over remaining urban fill soils. Alternative A2 eliminates the risk of exposure, remains effective in a changing climate, is feasible and easy to implement, is significantly more cost effective, and it brings the Site closer to redevelopment.
3. Alternative A1 cannot be recommended because it does not address the risks posed by contaminants at the Site.
4. Alternative A3 is not recommended because while it is effective and easily implementable, it is not cost effective and takes longer to implement.



## FIGURES







DRAWN BY: MAW      DATE: 10/07/2020  
 CHECKED BY: RIP      PROJECT: 17001426

SOURCE: ORIGINAL FIGURE MADE BY APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC – 08/30/20



CREDERE ASSOCIATES, LLC  
 776 MAIN STREET  
 WESTBROOK, MAINE 04092  
 TEL: 207.828.1272  
 FAX: 207.887.1051  
 WWW.CREDERELLC.COM

FORMER MERRIMAC PAPER COMPANY  
 7, 9, AND 19 SOUTH CANAL STREET  
 LAWRENCE MASSACHUSETTS

FIGURE 1  
 SITE LOCATION MAP





MERRIMACK RIVER

100-3  
22563

9 SOUTH CANAL STREET

122-2  
151A

122-1  
151A

7 SOUTH CANAL STREET

122-19  
221825

122-34  
220495

19 SOUTH

CANAL



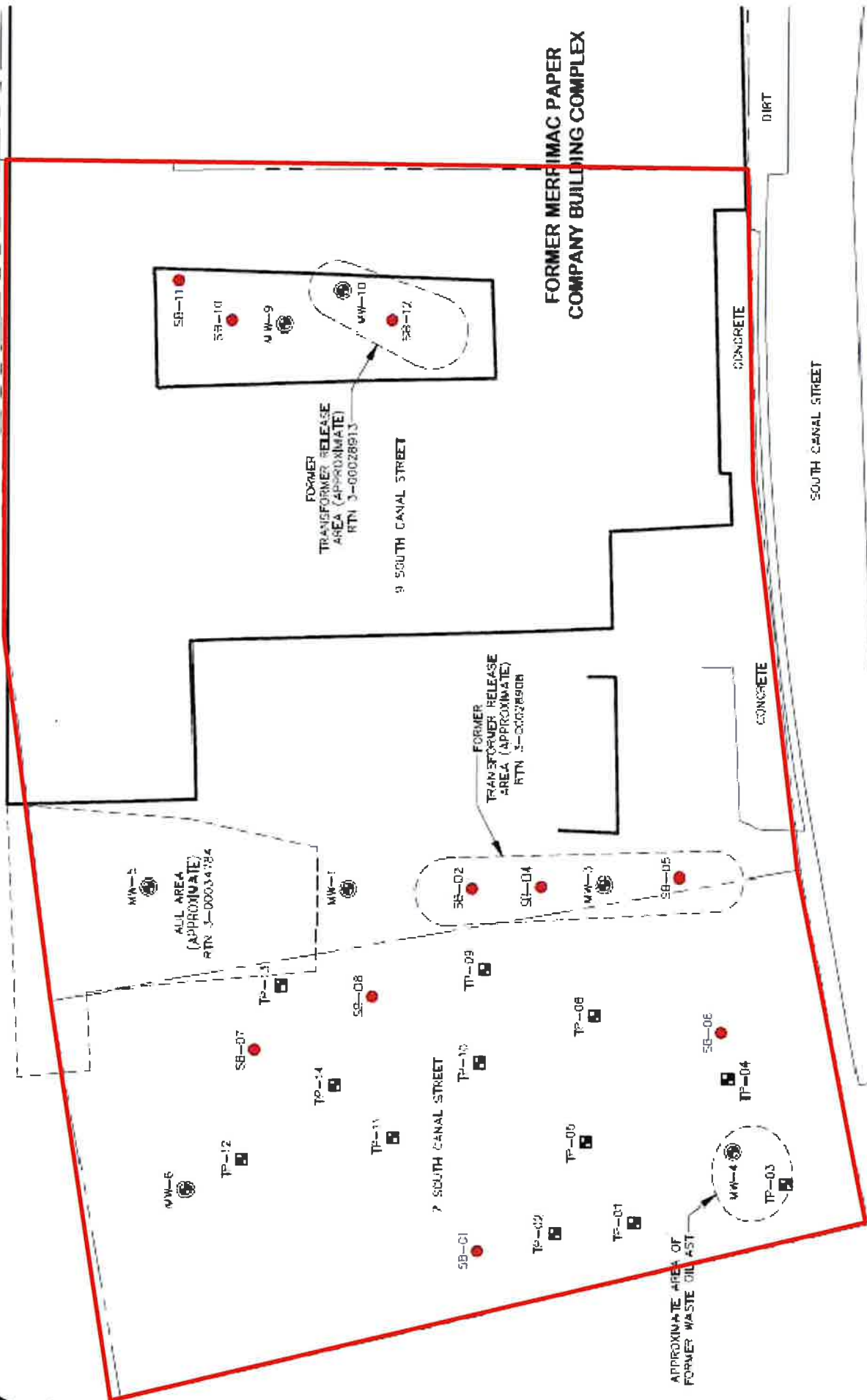


BUILDING No. 1 - 95% DEMOLISHED  
BUILDING No. 2 - PRESENT/STANDING  
BUILDING No. 3 - PRESENT/STANDING

BUILDING No. 14 - PRESENT/STANDING  
BUILDING No. 15 - DEMOLISHED  
BUILDING No. 16 - DEMOLISHED

Indicates demolished

VERMILION RIVER



FORMER MERFMAC PAPER  
COMPANY BUILDING COMPLEX

FORMER  
TRANSFORMER RELEASE  
AREA (APPROXIMATE)  
RTN 3-00028913

FORMER  
TRANSFORMER RELEASE  
AREA (APPROXIMATE)  
RTN 3-00028906

ALL AREA  
(APPROXIMATE)  
RTN 3-00034784

APPROXIMATE AREA OF  
FORMER WASTE OIL AST

SOUTH CANAL STREET

CANAL

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PUBLIC NOTICES

# Eagle-Tribune

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Category **Legal Notices**

Published Date **October 12, 2020**

### Notice Details

**CITY OF LAWRENCE NOTICE OF PUBLIC MEETING** The City of Lawrence will hold a Public Meeting to obtain public comments on the environmental cleanup and reuse of the Merrimac Paper Site (7 & 9 South Canal Street). The meeting will present recent assessment data, draft Analysis of Brownfields Clean-up Alternatives (ABCA) for the property, and draft EPA Brownfield Cleanup grant application. Public comments made during the meeting will be incorporated into the application and the ABCA. The materials will be available for public review and comment in person and online from Thursday, 15 October 2020 through Thursday, October 22. To review the draft application and ABCA in person at the City of Lawrence Office of Planning & Development (12 Methuen Street) please contact Dan McCarthy, at 978.620.3505. The draft application and ABCA are available online for review and comment at <https://www.cityoflawrence.com/333/Economic-Business-Development>. The public meeting will be held on Thursday, 15 October 2020 at 7pm via remote participation. To register for this ZOOM meeting follow this link: <https://tinyurl.com/y5z4fpt8> ET - 10/12/20

# PUBLIC MEETING

## MERRIMAC PAPER SITE



Mayor Daniel Rivera invites you to participate in a meeting about the planning process for the Merrimac Paper Site. Participants will learn about recent assessment investigations, cleanup alternatives, and re-use planning for this contaminated paper mill.

For more information about the property and cleanup alternatives visit:  
<https://www.cityoflawrence.com/333/Economic-Business-Development>

### ZOOM PUBLIC MEETING

7:00 PM, October 15, 2020

Please register at: <https://tinyurl.com/y5z4fpt8>

For more information:

Pedro Soto, Planning Director  
[psoto@cityoflawrence.com](mailto:psoto@cityoflawrence.com)





# Reunión Pública

## MERRIMAC PAPER SITE



El alcalde Daniel Rivera los invita a participar en una reunión sobre el proceso de planificación del sitio Merrimac Paper. Los participantes aprenderán acerca de las investigaciones de evaluación recientes, alternativas de limpieza y la planificación de reutilización para esta fábrica de papel contaminada.

Para obtener más información sobre la propiedad y las alternativas de limpieza, visite: <https://www.cityoflawrence.com/333/Economic-Business-Development>

### ZOOM PUBLIC MEETING

7:00 PM, 15 de octubre de 2020

Please register at: <https://tinyurl.com/y5z4fpt8>

Para más información:

Pedro Soto, Director de Planificación

[psoto@cityoflawrence.com](mailto:psoto@cityoflawrence.com)



Merrimac Paper Mill  
**Attendees and Public Meeting Minutes**  
10/15/2020

**Attendance List (exported list of attendees from ZOOM so no sign in sheet):** Samuel Facella, Theresa Park, Tennis Lilly, Jess Martinez, Jesús Suriel, Allison Corneau, Pedro Soto, Eddie Rosa, Jim Beauchesne, Rip Patten, Jesus Suriel, Christian Nunez, Kesiah Bascom, Abdiel Perez, Abel Vargas, Brad Buschur, Robert Simonds, Joshua Blevins, Elias Rodriguez, Vivian Marmol, Marianne Paley Nadel, Allison Corneau, Roger Farah, Mary Giannetti, Ayn Yeagle

1. The meeting was called to order by Pedro Soto at 7:05 P.M.
2. Pedro Soto provided an overview of the project, introductions to the project team, and Brad Buschur started the presentation.
3. The presentation consisted of 12 slides providing a timeline of the site's history, location, adjacent city projects, EPA cleanup grant scope of work, site assessment map, and existing limitations on land uses. The presentation was supplemented with aerial photography to help participants understand the site and surrounding context.

Questions from participants:

4. Can you remind us about how this area was considered as part of the Lawrence Redevelopment Authority Urban Renewal Plan?
  - City has passed a planned industrial overlay district over this area for commercial redevelopment. Jobs creating manufacturing.
5. Are none of the buildings salvageable?
  - No, the buildings are not salvageable. Three raceways for water and turbines are still under the buildings. Majority of the site are structurally unsound. Many buildings cannot even be entered for an inspection
6. Does the city own the raceways?
  - Carry water from canals to spin turbine to make power. City does own them and owns unassigned mill powers
7. Will the raceways remain in place? And how will they be used? Is there any way to put the turbines back into use?
  - This has not been studied
8. Can we put a turbine on public display?



- This would be something to work with the demolition company on to see if we can remove the turbines
- Noted again when it was brought up a second time,

9. Any use limitations?

- Part of the cleanup is to make sure we can incorporate different site redevelopments after cleanup of site

10. Is there housing potential?

- Yes, the site could be cleaned up to permit housing. Most likely is a podium scheme, parking below structure, as the site sits in a flood plain

11. How will the City determine who will be allowed to develop this project?

- City must follow state procurement laws, a process with a qualifications-based RFP.

12. Is there an anticipated timeline for this cleanup?

- If the city receives this grant, city could be under contract a year from now, and then another year for cleanup. 2-3 years depending on what else is there. This is a 3 year grant

13. Is open space an option for the site?

- Yes, it is a critical connection between Lawrence Rail Trail (LRT) and Merrimack Riverwalk Trail (MRT).

14. Why would the city try not to sell it the way it is and let the developer deal with the clean up?

- Because of the site being connected to the LRT and MRT. Assessment and cleanup of the site will support future redevelopment.

15. Would the City entertain the idea of requesting an RFP now - so the partner can work in concert with City?

- This is something to consider, and something the city may think about. Pedro Soto noting that the city is aware developers are ready or will be ready to partner, and the city is looking forward to a strong partnership with the developer

16. Will the City prepare a decision matrix to weigh development scheme values against benefit (commercial - high, residential - low)?
  - Yes there will be, but this is farther down the line from here.
17. Participant commented about the valuable assets next to the site (water, dam) and how it could be redeveloped with an eye towards arts and culture
18. Wondering if there is any prospect for improving the lot immediately to the west, with that sketchy little strip mall?
  - The presenters discussed the surrounding context using the aerials in the presentation.
19. Bob Simonds brings up that once the city knows everything about contaminants the site, a developer will be ready to partner because they will have a better idea of the cost.
20. Can the soil borings be used for structural design of a new structure?
  - The funding source prioritizes assessment of environmental constraints.
21. What is the schedule for the next step for the public?
  - Once the city has awarded the bid for demolition of the existing structures another public meeting will be held.
22. Theresa Park says MVPC is happy to lend a hand with whatever can be done with their brownfields funding or other funding
23. The meeting closed with asking participants to review the ABCA and draft proposal at the city's website or available at the planning department.

The meeting adjourned at 8:15 P.M.

## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

10/26/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

\* a. Legal Name:

City of Lawrence, MA

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

\* c. Organizational DUNS:

0795231710000

d. Address:

\* Street1:

12 Methuen Street

Street2:

\* City:

Lawrence

County/Parish:

\* State:

MA: Massachusetts

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

01840-1553

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

\* First Name:

pedro

Middle Name:

\* Last Name:

Soto

Suffix:

Title:

Planning Director

Organizational Affiliation:

\* Telephone Number:

978-620-3501

Fax Number:

\* Email:

psoto@cityoflawrence.com

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Environmental Protection Agency

### 11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

### \* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-20-07

\* Title:

FY21 GUIDELINES FOR BROWNFIELD CLEANUP GRANTS

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

City of Lawrence, MA Merrimac Paper Lot 1&2 Cleanup Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="500,000.00"/>
* b. Applicant	<input type="text" value="100,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="600,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed: